



Board of Selectmen Meeting

Monday, October 15, 2018 7:00 PM

36 Bartlet Street, Andover, MA 01810

Selectmen's Conference Room

Modified – Consent Agenda

RECEIVED
TOWN CLERK'S OFFICE

-
- I. Call to Order– 7:00 P.M. 2018 OCT 12 A 11:34
- II. Opening Ceremonies – 7:05 P.M. TOWN OF ANDOVER, MASS
A. Moment of Silence/Pledge of Allegiance
- III. Communications/Announcements/Liaison Reports – 7:10 P.M.
- IV. Citizens Petitions and Presentations – 7:15 P.M.
- V. Regular Business of the Board
- A. Gas Disaster Update – (15 minutes)
Board to receive an update on the Gas Disaster
- B. Borrowing – Maximum Useful Life – (10 minutes)
Board to consider voting to approve the maximum useful life of equipment to be financed by borrowing
- C. Zoning Bylaw Study Committee – (10 minutes)
Board to consider voting to approve the recommendations of the Zoning Bylaw Study Committee Appointment Sub-Committee
- D. Textile Recycling – (10 minutes)
Board to receive an update and presentation on textile recycling
- E. Preservation Restriction – (10 minutes)
Board to consider voting to approve a Preservation Restriction for 63 Central Street
- F. Town Election and Annual Town Meeting Calendar– (10 minutes)
Board to consider voting to approve and adopt the Town Election and Annual Town Meeting Calendar
- G. Special Town Meeting – (10 minutes)
Board to consider voting to open and sign a Special Town Meeting warrant
- H. Purchase and Sale Agreement for 161 Andover Street – (10 minutes)
Board to consider voting to approve and sign the Purchase and Sale Agreement for 161 Andover Street

VII. Consent Agenda

A. Appointments by the Town Manager

That the following appointments by the Town Manager be approved:

Department	Name	Position	Rate/Term	Date of Hire
Town Manager's Office	Tonia Magras <i>(Wendy Adams)</i>	Executive Assistant to the Town Manager	\$76,000.00	10/22/18
Treasurer's Office	Peter Forcellese <i>(Dennis Sheehan)</i>	Assistant Treasurer/Collector	\$82,192.45	10/29/18
Community Development and Planning	Michael Magliaro	Plumbing, Gas, and Sewer Inspector	\$76,104.59	10/22/18
Recreation	Zoah Silva-Landry	Bob French Referee	\$10.25/hr	12/1/18
Recreation	Claire Stahley	Kid Care Assistant Group Leader	\$26.00/hr	10/15/18
Recreation	Kaila McEvoy	Sports Assistant	\$12.00/hr	10/12/18
Town Clerk	Rhonda Fisher	Pollworker	\$9.25/hr	10/16/18
Town Clerk	Maryann Sadagopan	Pollworker	\$9.25/hr	10/12/18
Town Clerk	Cymthia Stoltz	Pollworker	\$9.25/hr	10/16/18
Town Clerk	Nancy Mitchell	Pollworker	\$9.25/hr	10/16/18
Council on Aging	Judy Trerotola	Member	Three years	10/16/18
Memorial Hall Library Trustees	Marilyn Santagati	Trustee	Three years	10/16/18
Cultural Council	Sangeeta Nair	Member	Three years	10/16/18

VII. Approval of Minutes

Board to consider approving minutes from the following meetings:

February 5, 2018, February 14, 2018, February 26, 2018, March 5, 2018, March 22, 2018, March 26, 2018, May 10, May 30, 2018, June 4, 2018, June 18, 2018, June 25, 2018, July 9, 2018.

VIII. Executive Session

Board to vote to go into executive session for confidential communication with Town Counsel and pursuant to options 3 and 6 to discuss strategy with respect to potential opioid litigation, and to consider the purchase and value of real property.

IX. Adjourn

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact the Town Manager's Office at 978-623-8210 or by email at manager@andoverma.gov.

MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Andover, Massachusetts, certify that at a meeting of the board held October 15, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the borrowing authorized by votes of the Town shown below is hereby determined pursuant to G.L. c.44, Sec 7(1) to be as follows:

Article	Purpose	Borrowing Amount	Maximum Useful Life
33	Ladder Truck	\$1,100,000	20 Years
32	DPW Vehicle-Trailer	\$12,958	20 Years
32	DPW Vehicle-Excavator	\$60,468	20 Years
32	DPW Vehicle-Freightliner	\$226,575	20 Years
32	DPW Vehicle-Sidewalk Plow	\$75,534	20 Years
32	DPW Vehicle-Dump Truck	\$74,465	20 Years

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located, or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the subject matter of this vote were taken in executive session, all in accordance with G.L. c.30A Sec 18-25 as amended.

Dated: _____

Clerk of the Board of Selectmen

JOHNSON &
BORENSTEIN, LLC
ATTORNEYS AT LAW

12 Chestnut Street
Andover, MA 01810-3706
Tel: 978-475-4488
Fax: 978-475-6703
www.jbllclaw.com
mark@jbllclaw.com

10/05/18 PM 2:13

Mark B. Johnson (MA, NH, DC)
Donald F. Borenstein (MA, ME, NH)

Rachel Davis Baime (MA)
Gregory R. Richard (MA, NH)
Kathleen M. Heyer (MA, NH)
Thomas D. Orr (MA)

Of Counsel

Robert W. Lavoie (MA, NH)
Lorri S. Gill (MA)

Paralegals

Karen L. Bussell
Danielle R. Corey
Lianne Patenaude
Ellen M. Melvin
Tina M. Wilson

October 5, 2018

Andrew Flanagan, Town Manager
Town of Andover
36 Bartlet Street
Andover, MA 01810

Re: O'Hara; 63 Central Street, Andover, MA-Preservation Restriction

Dear Andrew:

Enclosed you will find a copy of a Preservation Restriction which is in a form approved by the Massachusetts Historic Commission, has been signed by the Andover Preservation Commission and approved by the Andover Zoning Board of Appeals. It has also been approved by Town Counsel. I would appreciate if you could place this matter on the Board of Selectmen agenda for Monday, October 15, 2018. Once it signed by the Selectmen, it has to go back to the Mass. Historic Commission for their final signature. I will bring the original to the meeting.

Should you have any questions, please feel free to contact me.

Very truly yours,

JOHNSON & BORENSTEIN, LLC

Mark B. Johnson
Mark B. Johnson *by KLB*

MBJ~klb
Enclosure

(Space Above this Line Reserved for Registry of Deeds)

PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and John T. O'Hara of 63 Central Street, Andover, MA, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Anne Bartlett House located at 63 Central Street in Andover, Massachusetts, which is described on **Exhibit A** and hereinafter referred to as the "Parent Parcel." The Parent Parcel is made up of three separate lots which are shown as **Lot 1** on a plan entitled "Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, 1215 Main Street, Unit 111, Tewksbury, MA 01876, 125 Main Street, Reading, MA 01867, Prepared for/recorded owner: Estate of Celia S. Kutz, 63 Central Street, Andover, Massachusetts 01810" recorded with the Essex County (Northern District) Registry of Deeds (the "Registry") as Plan No. 13338; **Parcel A** on a plan entitled "Plan of Land in Andover, Massachusetts Lots 2A-4A/Lupine Road Scale: 1" = 40' Dated July 29, 1999 Prepared By Dana F. Perkins, Inc., Consulting Engineers & Land surveyors, 1215 Main Street, Unit 111, Tewksbury, Massachusetts 01876. Prepared For: Estate of Celia S. Kutz, Lupine Road, Andover, Massachusetts" recorded with the Registry on October 15, 1999 as Plan No. 13589; and **Lot B** shown on Plan No. 16169B, drawn by Dana W. Clark, C.E. dated 1937. Copies of the three plans referenced above are attached hereto and incorporated herein as **Exhibit B**. The portion of the Parent Parcel containing the Anne Bartlett House and indicated as Lot 1A on the Plot Plan

entitled "Plan of Land in Andover, Mass." Prepared by Andover Consultants, Inc., dated June 28, 2017 is hereinafter referred to as the "Premises." A copy of said plan is attached as **Exhibit C**. For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79 and Deed filed with the Land Court as Document # 117,219 on Certificate of Title 17888.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the existing building (the "House") located on the Premises in order to protect the architectural, archaeological and historical integrity thereof;

WHEREAS, the Grantee is a governmental body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under M.G.L. Chapter 184, sections 31, 32, and 33 (hereinafter referred to as the "Act");

WHEREAS, this Preservation Restriction is in accordance with the Andover Zoning Board of Appeals ("ZBA") Decision No. Z-17-111, dated November 6, 2017;

WHEREAS, the House and Parent Parcel were listed in the State and National Registers of Historic Places on October 7, 1982 as a contributing property to the Center Street Historic District;

WHEREAS, the House and Premises are historically significant for their architecture, associations, and/or archeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of the Act; and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the State and National Registers of

Historic Places and in the Andover Historic Building Survey (a copy of the inventory form is attached hereto as **Exhibit D**).

Characteristics which contribute to the architectural, archaeological and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which originally qualified the Parent Parcel, Premises and House for listing in the State and National Registers of Historic Places and in the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES. After the completion of the work authorized by the ZBA pursuant to Decision No. Z-17-111 (recorded with the Registry of Deeds in Book 15339, Page 163, and which is attached to this Agreement as **Exhibit E** and is hereby incorporated by reference), including subdividing the Parent Parcel into two parcels, one of which (Lot 1A the Premises) will contain the House, in substantial conformity with the Plot Plan prepared by Andover Consultants, Inc., dated June 28, 2017, on file with the ZBA (referred to herein as the "Plan"); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior's "*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*" (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter the "*Secretary's Standards*"). The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises.

2. INSPECTIONS. The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE. Grantor shall keep the Premises insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and

comprehensive general liability insurance against claims for personal injury, death and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage.

Provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

4. ALTERATIONS. The Grantor agrees that no exterior alterations, changes or additions shall be made to the House and Premises beyond those shown on the Plan, unless such alterations, changes or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decision No. Z-17-111; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the House, or (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, (in its review the Grantee will apply the *Secretary's Standards* to all proposed work), or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit F** and hereby incorporated by reference, provided, however that all work authorized by the ZBA pursuant to Decision No. Z-17-111 and the Plan approved by the ZBA in connection therewith shall be allowed. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations and/or changes to the interior of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL. Grantor shall submit to the Grantee for the Grantee's approval of activities proposed, relative to the terms set out in Section 4, two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity.

In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan of written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW. In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the Secretary's Standards.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE. In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4 and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure, as it exists prior to the work authorized by ZBA Decision No. Z-17-111 and meets one of the following, (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION. In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm,

hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, a report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION. If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor, may with the prior written consent of the Grantee, demolish, remove or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement

will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES. The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

- a. after completion of the work permitted under ZBA Decision No. Z-17-111 and subdividing the Parent Parcel into two parcels, the House shall not be demolished, removed or razed except as provided in section 4, 4.1, 4.2 and 4.3, above;
- b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;
- c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;
- d. the Premises shall not be divided or subdivided in law or in fact and the Premises shall not be devised or conveyed except as a unit; and,
- e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS.

6.1 INDEMNIFICATION. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agent, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to

indemnify Grantee pursuant to the terms of this section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS. Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust give in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and Buildings to the condition and appearance required under this Restriction. Grantee shall also have

available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable Court costs, and attorney's, architectural, engineering, and/or expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. NOTICE FROM GOVERNMENT AUTHORITIES. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

9. NOTICE OF PROPOSED SALE. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

10. VALIDITY AND SEVERABILITY. The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING. The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.

12. RESTRICTIONS SHALL RUN WITH THE LAND. The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises, shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION. The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer of rights and the restrictions on use herein contained.

b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE. The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission and the Andover Board of Selectmen and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

16. BASELINE DOCUMENTATION. Grantor shall record a comprehensive set of high resolution photographic documentation images depicting in detail the exterior appearance of the House, said photographic documentation to be filed with and maintained by the Town of Andover and the Andover Preservation Commission in archival quality print and digital electronic format at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. Said baseline documentation is incorporated into this Preservation Restriction Agreement by this reference as **Exhibit G**. An additional copy of the revised baseline documentation shall be filed with the Massachusetts Historical Commission.

17. ARCHAEOLOGICAL ACTIVITIES. The conduct of archaeological activities on the Premises, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and

the State Archaeologist of the Massachusetts Historical Commission (M.G.L. c.9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2018.

GRANTOR

John T. O'Hara

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared John T. O'Hara and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose name are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

APPROVAL AND ACCEPTANCE BY THE ANDOVER BOARD OF SELECTMEN

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on _____, 2018

ANDOVER BOARD OF SELECTMEN

By _____
Alexander J. Vispoli, Chair

By _____
Laura M. Gregory, Vice Chair

By _____
Christian C. Huntress

By _____
Paul J. Salafia

By _____
Ann W. Gilbert

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Laura M. Gregory as Vice Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Christian C. Huntress as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Paul J. Salafia as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Ann W. Gilbert as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

ACCEPTANCE BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32.

ANDOVER PRESERVATION
COMMISSION

By _____
Karen Herman, Chair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Karen Herman, as Chair of the Andover Preservation Commission proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL
COMMISSION

By _____
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County: _____

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared, Brona Simon, as Executive Director and Clerk of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Exhibit A

Legal Description of the Parent Parcel

Lot 1

Lot 1 on a Plan Entitled "Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, 1215 Main Street, Unit 111, Tewksbury, MA 01876, 125 Main Street, Reading, MA 01867, Prepared for/recorded owner: Estate of Celia S. Kutz, 63 Central Street, Andover, Massachusetts 01810". Said plan is recorded as Plan No. 13338 at the Essex County (Northern District) Registry of Deeds (the "Registry"). For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79.

Parcel A

Parcel A on a plan entitled "Plan of Land in Andover, Massachusetts Lots 2A-4A/Lupine Road Scale: 1" = 40' Dated: July 29, 1999. Prepared By Dana F. Perkins, Inc., Consulting Engineers & Land surveyors, 1215 Main Street, Unit 111, Tewksbury, Massachusetts 01876. Prepared For: Estate of Celia S. Kutz, Lupine Road, Andover, Massachusetts" said plan was recorded on October 15, 1999 as Plan No. 13589 with the Registry. For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79.

Lot B

A certain parcel of land together with the buildings thereon situated in Andover, Commonwealth of Massachusetts, bounded and described as follows:

EASTERLY: by Lot C as shown on the plan hereinafter mentioned, 67.86 feet;

SOUTHWESTERLY: by land now or formerly of Anne W. Bartlett, 46.80 feet; and

NORTHWESTERLY: by said Bartlett land, 40.00 feet.

All of said boundaries are determined by the Land Court to be located on the ground as shown on Plan No. 16169B, drawn by Dana W. Clark, C.E. dated June 1937, as modified and approved by the Land Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 2320, Book 16, Page 81 and being designated as Lot B thereon. For Grantor's title see Deed recorded filed with the Land Court as Document No. 117,219 on Certificate of Title # 17888.

Exhibit B
Copies of Plan No. 13338, Plan No. 13589, and Plan No. 16169B

13338
 13338
 13338
 13338
 13338

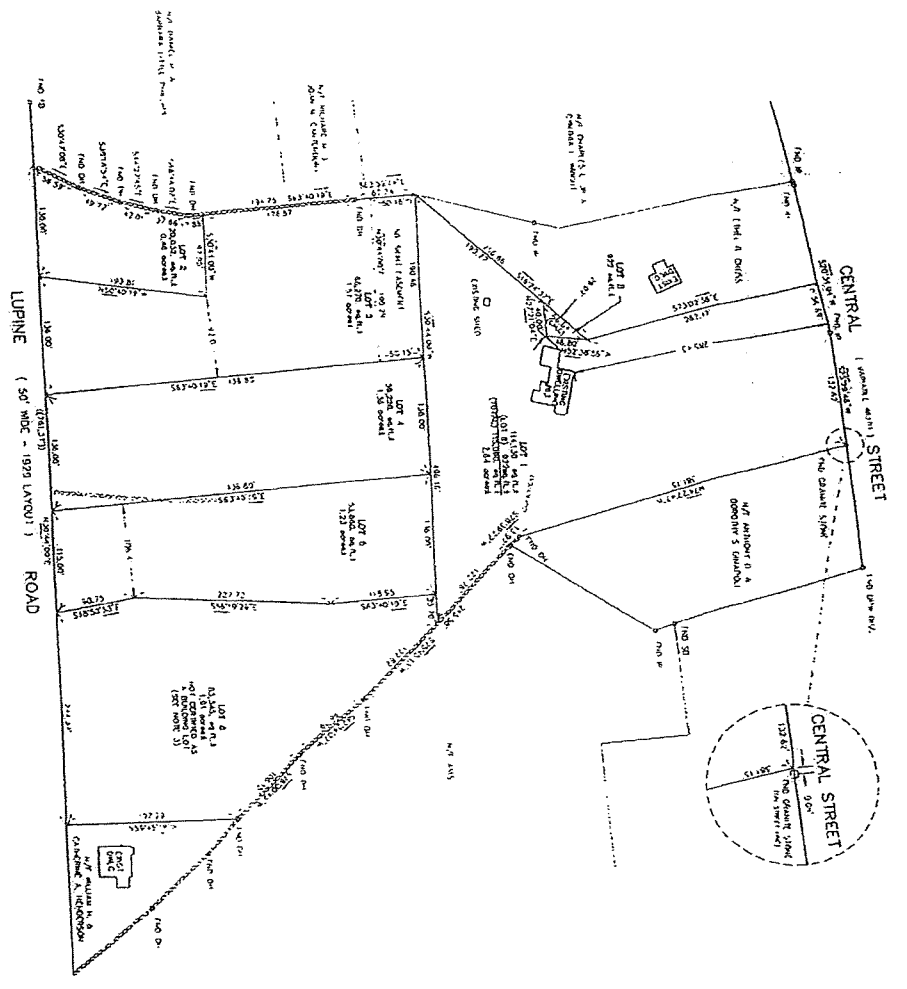
I, ROBERT C. GARY, JUNIOR, being duly sworn, depose and say that the foregoing is a true and correct copy of the original map as shown to me by the person or persons who presented it for recording, and that I am a duly qualified and sworn map recorder in the State of Massachusetts.

I, ROBERT C. GARY, JUNIOR, being duly sworn, depose and say that the foregoing is a true and correct copy of the original map as shown to me by the person or persons who presented it for recording, and that I am a duly qualified and sworn map recorder in the State of Massachusetts.

ANDOVER
 JAMES H. HARRIS
 10/19/98

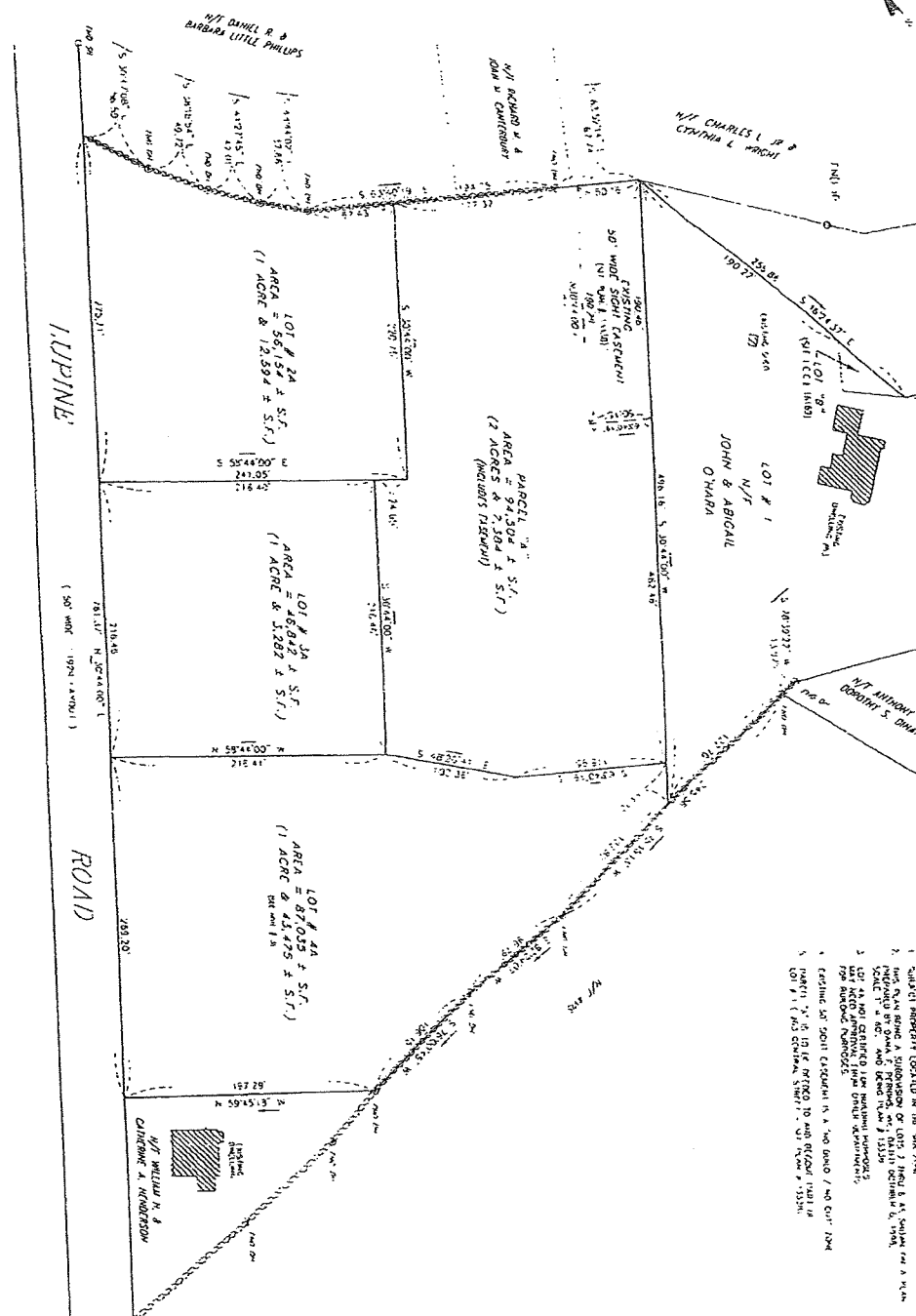
13338

PLAN OF LAND
 IN
 ANDOVER, MASSACHUSETTS
 #63 CENTRAL STREET / LOTS 1 - 6
 DATE: OCTOBER 5, 1998
 DANA F. PERKINS
 Recording Engineer & Land Surveyor
 101 New Street, Andover, MA 01920
 978-683-1111
 978-683-1112



NOTES:
 1. SUBJECT PROPERTY LOCATED IN THE PLAT BOOK
 2. THIS PLAT BOOK IS A REPRODUCTION OF A PLAT BOOK AS SUBMITTED BY THE
 3. LOT 1 AND LOT 2 ARE THE SAME AS LOT 1 AND LOT 2 IN PLAT BOOK #63
 4. LOT 3 AND LOT 4 ARE THE SAME AS LOT 3 AND LOT 4 IN PLAT BOOK #63
 5. LOT 5 AND LOT 6 ARE THE SAME AS LOT 5 AND LOT 6 IN PLAT BOOK #63
 6. LOT 1 IS THE SAME AS LOT 1 IN PLAT BOOK #63
 7. LOT 2 IS THE SAME AS LOT 2 IN PLAT BOOK #63
 8. LOT 3 IS THE SAME AS LOT 3 IN PLAT BOOK #63
 9. LOT 4 IS THE SAME AS LOT 4 IN PLAT BOOK #63
 10. LOT 5 IS THE SAME AS LOT 5 IN PLAT BOOK #63
 11. LOT 6 IS THE SAME AS LOT 6 IN PLAT BOOK #63

NOTES:
 1. SUBJECT PROPERTY LOCATED IN THE PLAT BOOK
 2. THIS PLAT BOOK IS A REPRODUCTION OF A PLAT BOOK AS SUBMITTED BY THE
 3. LOT 1 AND LOT 2 ARE THE SAME AS LOT 1 AND LOT 2 IN PLAT BOOK #63
 4. LOT 3 AND LOT 4 ARE THE SAME AS LOT 3 AND LOT 4 IN PLAT BOOK #63
 5. LOT 5 AND LOT 6 ARE THE SAME AS LOT 5 AND LOT 6 IN PLAT BOOK #63
 6. LOT 1 IS THE SAME AS LOT 1 IN PLAT BOOK #63
 7. LOT 2 IS THE SAME AS LOT 2 IN PLAT BOOK #63
 8. LOT 3 IS THE SAME AS LOT 3 IN PLAT BOOK #63
 9. LOT 4 IS THE SAME AS LOT 4 IN PLAT BOOK #63
 10. LOT 5 IS THE SAME AS LOT 5 IN PLAT BOOK #63
 11. LOT 6 IS THE SAME AS LOT 6 IN PLAT BOOK #63



- 1. LOT #1, 2 ACRES ± 7.504 S.F., 94,304 ± S.F.
- 2. LOT #2A, 1 ACRE ± 12.094 S.F., 56,194 ± S.F.
- 3. LOT #2B, 1 ACRE ± 10.282 S.F., 46,942 ± S.F.
- 4. LOT #4A, 1 ACRE ± 19.475 S.F., 87,035 ± S.F.

ANNOVER
MASSACHUSETTS
JULY 25, 1978
DANA F. PERRIN, INC.
PLANNING DIVISION & LAND SURVEYING
1000 W. 10TH ST.
ANN ARBOR, MI 48106
SCALE: 1" = 40' DATE: JULY 25, 1978
SHEET 1 OF 1
PROJECT: LUPINE ROAD
OWNER: M/T DANIEL R. & BARBARA LITTLE PHILLIPS



PLAN OF LAND		
IN		
ANN ARBOR, MASSACHUSETTS		
LUPINE ROAD		
SCALE: 1" = 40'	DATE: JULY 25, 1978	SHEET 1 OF 1

3.25

April 27, 1938. No certificate of title
shall be issued on papers registered
relating to lots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, as shown hereon
unless authorized by the court, the
same being subdivided on Plan No. 1696,
dated March, 1938, filed with Com. # 2352
G. 16 P. 207.

(11)

Exhibit C

“Plan of Land in Andover, Mass.” Prepared for O’Hara Realty Trust & John T. & Abigail
O’Hara by Andover Consultants, Inc., dated June 28, 2017
attached hereto and recorded herewith.

(Space Above this Line Reserved for Registry of Deeds)

PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and John T. O'Hara of 63 Central Street, Andover, MA, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the Anne Bartlett House located at 63 Central Street in Andover, Massachusetts, which is described on **Exhibit A** and hereinafter referred to as the "Parent Parcel." The Parent Parcel is made up of three separate lots which are shown as **Lot 1** on a plan entitled "Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, 1215 Main Street, Unit 111, Tewksbury, MA 01876, 125 Main Street, Reading, MA 01867, Prepared for/recorded owner: Estate of Celia S. Kutz, 63 Central Street, Andover, Massachusetts 01810" recorded with the Essex County (Northern District) Registry of Deeds (the "Registry") as Plan No. 13338; **Parcel A** on a plan entitled "Plan of Land in Andover, Massachusetts Lots 2A-4A/Lupine Road Scale: 1" = 40' Dated July 29, 1999 Prepared By Dana F. Perkins, Inc., Consulting Engineers & Land surveyors, 1215 Main Street, Unit 111, Tewksbury, Massachusetts 01876. Prepared For: Estate of Celia S. Kutz, Lupine Road, Andover, Massachusetts" recorded with the Registry on October 15, 1999 as Plan No. 13589; and **Lot B** shown on Plan No. 16169B, drawn by Dana W. Clark, C.E. dated 1937. Copies of the three plans referenced above are attached hereto and incorporated herein as **Exhibit B**. The portion of the Parent Parcel containing the Anne Bartlett House and indicated as Lot 1A on the Plot Plan

entitled "Plan of Land in Andover, Mass." Prepared by Andover Consultants, Inc., dated June 28, 2017 is hereinafter referred to as the "Premises." A copy of said plan is attached as **Exhibit C**. For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79 and Deed filed with the Land Court as Document # 117,219 on Certificate of Title 17888.

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the existing building (the "House") located on the Premises in order to protect the architectural, archaeological and historical integrity thereof;

WHEREAS, the Grantee is a governmental body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under M.G.L. Chapter 184, sections 31, 32, and 33 (hereinafter referred to as the "Act");

WHEREAS, this Preservation Restriction is in accordance with the Andover Zoning Board of Appeals ("ZBA") Decision No. Z-17-111, dated November 6, 2017;

WHEREAS, the House and Parent Parcel were listed in the State and National Registers of Historic Places on October 7, 1982 as a contributing property to the Center Street Historic District;

WHEREAS, the House and Premises are historically significant for their architecture, associations, and/or archeology, and qualify for the protections of perpetual preservation restrictions under the Act;

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of the Act; and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the Premises which have been listed in the State and National Registers of

Historic Places and in the Andover Historic Building Survey (a copy of the inventory form is attached hereto as **Exhibit D**).

Characteristics which contribute to the architectural, archaeological and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which originally qualified the Parent Parcel, Premises and House for listing in the State and National Registers of Historic Places and in the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES. After the completion of the work authorized by the ZBA pursuant to Decision No. Z-17-111 (recorded with the Registry of Deeds in Book 15339, Page 163, and which is attached to this Agreement as **Exhibit E** and is hereby incorporated by reference), including subdividing the Parent Parcel into two parcels, one of which (Lot 1A the Premises) will contain the House, in substantial conformity with the Plot Plan prepared by Andover Consultants, Inc., dated June 28, 2017, on file with the ZBA (referred to herein as the "Plan"); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior's "*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*" (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter the "*Secretary's Standards*"). The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises.

2. INSPECTIONS. The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE. Grantor shall keep the Premises insured by an insurance company rated "A" or better by Best's for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and

comprehensive general liability insurance against claims for personal injury, death and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

4. ALTERATIONS. The Grantor agrees that no exterior alterations, changes or additions shall be made to the House and Premises beyond those shown on the Plan, unless such alterations, changes or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decision No. Z-17-111; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the House, or (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, (in its review the Grantee will apply the *Secretary's Standards* to all proposed work), or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit F** and hereby incorporated by reference, provided, however that all work authorized by the ZBA pursuant to Decision No. Z-17-111 and the Plan approved by the ZBA in connection therewith shall be allowed. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations and/or changes to the interior of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL. Grantor shall submit to the Grantee for the Grantee's approval of activities proposed, relative to the terms set out in Section 4, two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity.

In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan of written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW. In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the Secretary's Standards.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE. In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4 and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure, as it exists prior to the work authorized by ZBA Decision No. Z-17-111 and meets one of the following, (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION. In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm,

hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within thirty (30) days of the date of damage or destruction, a report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION. If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor, may with the prior written consent of the Grantee, demolish, remove or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement

will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES. The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

- a. after completion of the work permitted under ZBA Decision No. Z-17-111 and subdividing the Parent Parcel into two parcels, the House shall not be demolished, removed or razed except as provided in section 4, 4.1, 4.2 and 4.3, above;
- b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;
- c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;
- d. the Premises shall not be divided or subdivided in law or in fact and the Premises shall not be devised or conveyed except as a unit; and,
- e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS.

6.1 INDEMNIFICATION. Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agent, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to

indemnify Grantee pursuant to the terms of this section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS. Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust give in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and Buildings to the condition and appearance required under this Restriction. Grantee shall also have

available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all reasonable Court costs, and attorney's, architectural, engineering, and/or expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. NOTICE FROM GOVERNMENT AUTHORITIES. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

9. NOTICE OF PROPOSED SALE. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

10. VALIDITY AND SEVERABILITY. The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING. The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.

12. RESTRICTIONS SHALL RUN WITH THE LAND. The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises, shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION. The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer of rights and the restrictions on use herein contained.

b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE. The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission and the Andover Board of Selectmen and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

16. BASELINE DOCUMENTATION. Grantor shall record a comprehensive set of high resolution photographic documentation images depicting in detail the exterior appearance of the House, said photographic documentation to be filed with and maintained by the Town of Andover and the Andover Preservation Commission in archival quality print and digital electronic format at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. Said baseline documentation is incorporated into this Preservation Restriction Agreement by this reference as **Exhibit G**. An additional copy of the revised baseline documentation shall be filed with the Massachusetts Historical Commission.

17. ARCHAEOLOGICAL ACTIVITIES. The conduct of archaeological activities on the Premises, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and

the State Archaeologist of the Massachusetts Historical Commission (M.G.L. c.9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2018.

GRANTOR

John T. O'Hara

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared John T. O'Hara and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose name are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

APPROVAL AND ACCEPTANCE BY THE ANDOVER BOARD OF SELECTMEN

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on _____, 2018

ANDOVER BOARD OF SELECTMEN

By _____
Alexander J. Vispoli, Chair

By _____
Laura M. Gregory, Vice Chair

By _____
Christian C. Huntress

By _____
Paul J. Salafia

By _____
Ann W. Gilbert

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Laura M. Gregory as Vice Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Christian C. Huntress as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Paul J. Salafia as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Ann W. Gilbert as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

ACCEPTANCE BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32.

ANDOVER PRESERVATION
COMMISSION

By _____
Karen Herman, Chair

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Karen Herman, as Chair of the Andover Preservation Commission proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL
COMMISSION

By _____
Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County: _____

On this _____ day of _____, 2018 before me, the undersigned notary public, personally appeared, Brona Simon, as Executive Director and Clerk of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

Exhibit A

Legal Description of the Parent Parcel

Lot 1

Lot 1 on a Plan Entitled "Dana F. Perkins, Inc., Consulting Engineers & Land Surveyors, 1215 Main Street, Unit 111, Tewksbury, MA 01876, 125 Main Street, Reading, MA 01867, Prepared for/recorded owner: Estate of Celia S. Kutz, 63 Central Street, Andover, Massachusetts 01810". Said plan is recorded as Plan No. 13338 at the Essex County (Northern District) Registry of Deeds (the "Registry"). For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79.

Parcel A

Parcel A on a plan entitled "Plan of Land in Andover, Massachusetts Lots 2A-4A/Lupine Road Scale: 1" = 40' Dated: July 29, 1999. Prepared By Dana F. Perkins, Inc., Consulting Engineers & Land surveyors, 1215 Main Street, Unit 111, Tewksbury, Massachusetts 01876. Prepared For: Estate of Celia S. Kutz, Lupine Road, Andover, Massachusetts" said plan was recorded on October 15, 1999 as Plan No. 13589 with the Registry. For Grantor's title see Deed recorded with the Registry in Book 15345, Page 79.

Lot B

A certain parcel of land together with the buildings thereon situated in Andover, Commonwealth of Massachusetts, bounded and described as follows:

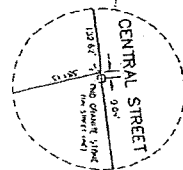
EASTERLY: by Lot C as shown on the plan hereinafter mentioned, 67.86 feet;

SOUTHWESTERLY: by land now or formerly of Anne W. Bartlett, 46.80 feet; and

NORTHWESTERLY: by said Bartlett land, 40.00 feet.

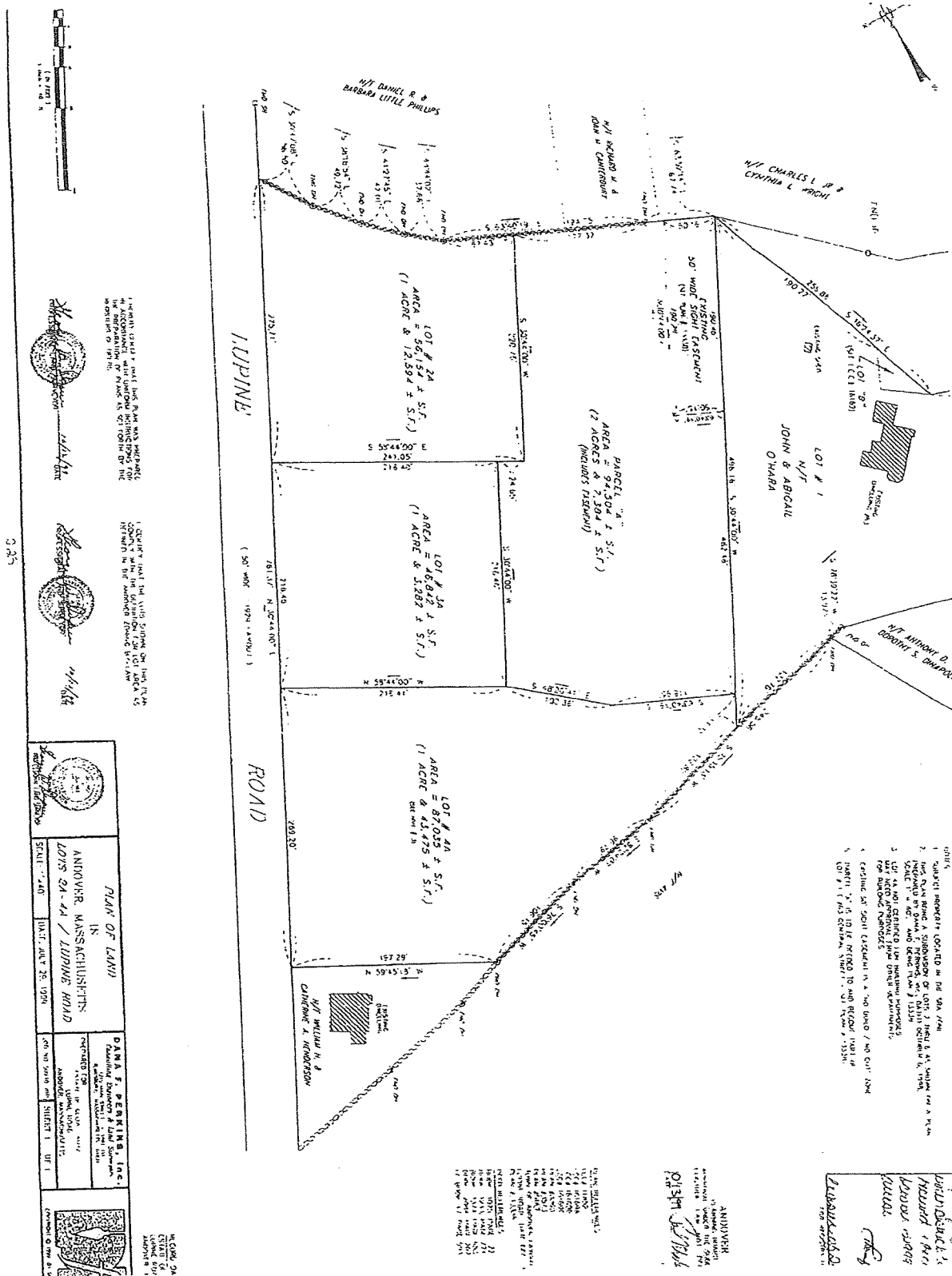
All of said boundaries are determined by the Land Court to be located on the ground as shown on Plan No. 16169B, drawn by Dana W. Clark, C.E. dated June 1937, as modified and approved by the Land Court, filed in the Land Registration Office, a copy of a portion of which is filed with Certificate of Title No. 2320, Book 16, Page 81 and being designated as Lot B thereon. For Grantor's title see Deed recorded filed with the Land Court as Document No. 117,219 on Certificate of Title # 17888.

Exhibit B
Copies of Plan No. 13338, Plan No. 13589, and Plan No. 16169B



12334

<p>PLAN OF LAND IN ANDOVER, MASSACHUSETTS #63 CENTRAL STREET / LOTS 1 - 6</p>	<p>DANA F. BERKMAN Consulting Engineer & Land Surveyor 100 Mt. Vernon St., Suite 200 Andover, MA 01810 Tel: 978-686-1111 Fax: 978-686-1112 E-mail: danaberkman@aol.com</p>
<p>DATE: OCTOBER 6, 1990</p>	<p>RECORD & FILE / CERT. OF COPIES & NOTARIAL PUBLIC RECORD DEPT. ANDOVER, MASS. #63 CENTRAL STREET ANDOVER, MA 01810</p>
<p>SCALE: 1" = 60'</p>	<p>JOB NO. 90-04-0007</p>
<p></p>	<p>Sheet 1 of 1</p>



Washburne & Co.
New York
London
Paris
Milan
Chicago

See other side for re-subdivisions

16169B

Subdivision of Lands shown on plans 11852^A & 16169^A

Filed with Certs. of Title No. 1594-2194 North Registry District of Essex County

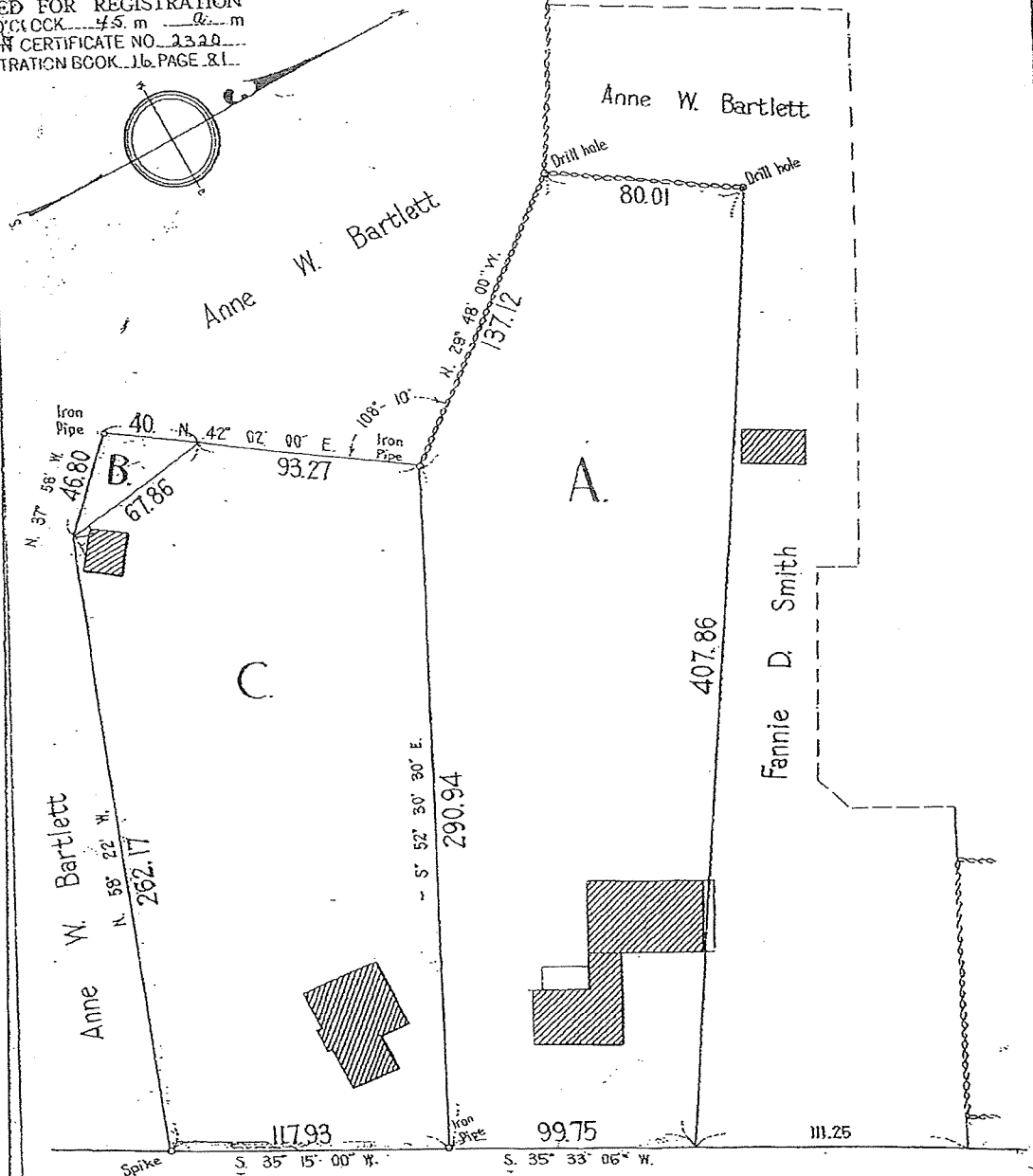
LAND IN ANDOVER

June - 1937.

Dana W. Glark, C. E.

Essex North Registry District
Nov. 24, 1937

RECEIVED FOR REGISTRATION
29 10 O'CLOCK 45 m
FILED BY CERTIFICATE NO. 2322
REGISTRATION BOOK 16 PAGE 81



CENTRAL STREET

Separate certificates of title may be issued
for lots A, B and C as shown hereon
By the Court

NOV. 9, 1937

Recorder

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
OCT 18, 1937
Scale of this plan 50 feet to an inch
C.B. Humphrey, Engineer for Court

10

April 27, 1938. No certificate of title
shall be issued on papers registered
relating to lots A & B as shown hereon
unless authorized by the board, the
same being subdivided on Plan H11696,
dated March, 1938, filed with book # 2352
G. 16 P. 209.

(11)

Exhibit C

“Plan of Land in Andover, Mass.” Prepared for O’Hara Realty Trust & John T. & Abigail
O’Hara by Andover Consultants, Inc., dated June 28, 2017
attached hereto and recorded herewith.

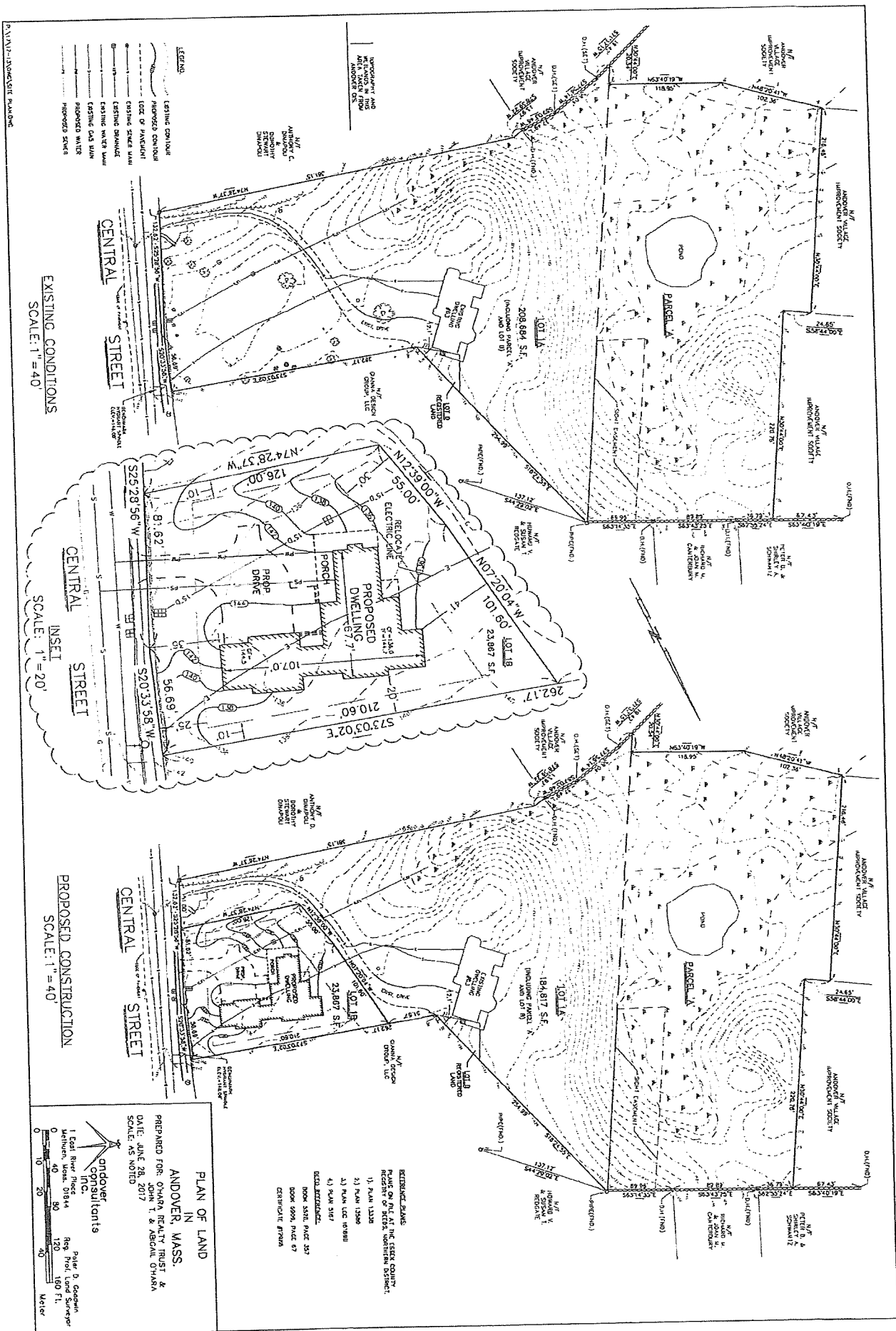


Exhibit D

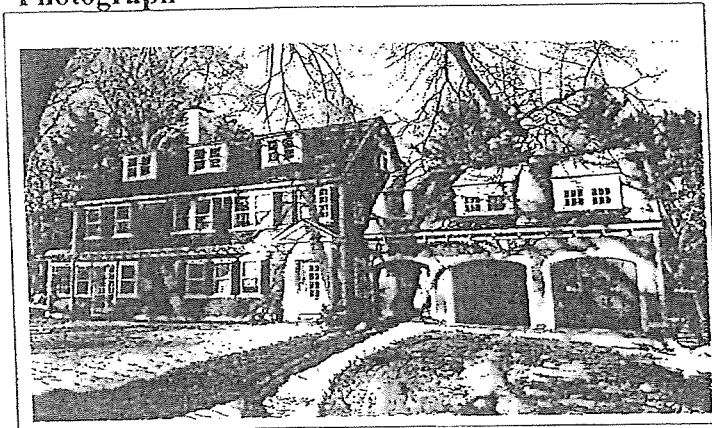
Andover Historic Building Survey – Inventory Form

[See Attached]

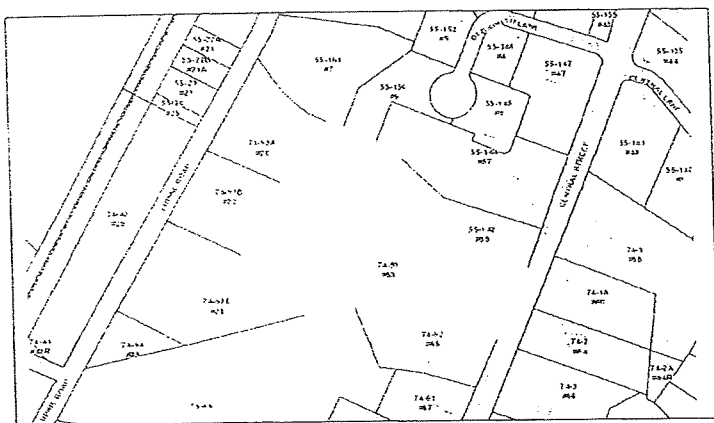
FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



Locus Map



Recorded by: Barbara Thibault, Jim Batchelder, Leo Greene, Karen Herman
Organization: Andover Historical Society, Andover Preservation Commission
Date (month/ year): Summer 1987, 3/20/14, 3/2018, 8/9/2018

Assessor's Number USGS Quad Area(s) Form Number

74-93

Town/City: Andover

Place: (neighborhood or village): Andover Center

Address: 63 Central Street

Historic Name: Anne Bartlett House

Uses: Present: residence

Original: residence

Date of Construction: 1911

Source: Documents of Winifred LeBoutillier Tyer

Style/Form: Georgian Revival

Architect/Builder: Addison B. LeBoutillier

Exterior Material:

Foundation: stone and granite

Wall/Trim: clapboard/wood

Roof: asphalt

Outbuildings/Secondary Structures: garage

Major Alterations (with dates):

2004-2005 renovation and addition by Rob Bramhall, architect, Cote & Foster builders; included removal of existing, attached one story, two bay garage.

Condition: Excellent

Moved: no ☐ yes ☒ **Date:** c. 1930

Acreage: 4.82 acres

Setting: residential

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

- ☐ Recommended for listing in the National Register of Historic Places.
If checked, you must attach a completed National Register Criteria Statement form.

Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.

ARCHITECTURAL DESCRIPTION:

Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.

Style: Colonial Revival (originally part of 59, then 57 Central Street). Moved to current location in the 1930s.

Form: Side-gabled, asymmetrical, two-story gambrel roof, with later additions to either side and to the rear of the principal structure.

Although the house at 63 Central Street was originally a wing of another house, and it thus presents an asymmetrical façade (not typical of Colonial Revival or the original examples the style was emulating), there are many other identifying features associated with the Colonial Revival style inherent in its construction and design.

First, is the accentuated front door, with its decorative crown (pediment) supported by pilasters. Second, is the use of double-hung windows with multi-pane glazing, often in adjacent pairs (as seen on the second and third floor), and triple windows (as seen on the first floor). The use of a gambrel roof is also a feature of this style, as is the addition of a side one-story porch as seen here. There are also cornices at the box-end roof-wall junction on all sides of the house, and on most contemporary additions. Such cornices are an important identifying feature of Georgian houses and their Revival counterparts. Lastly, the house is clad in wood clapboards. All of these exterior features are characteristic style-defining features and should be retained.

The Primary (eastern) façade of the main block is three stories high, with a side-gambrel roof. On the first floor there is the primary entrance to the far right, with a gable-roofed pediment supported by pilasters and full classical entablature. This door is the focal point of the primary façade. To the left of the door is a triple window¹, and to the left of that are a pair of twelve light French doors flanked by two windows. On the second floor above the primary door is a pair of 4/4 double sash windows. To the left are two pairs of paired windows, and to the extreme left are two more windows, though not paired. The third floor has three sets of smaller paired 6/6 windows, each under its own shed dormer. Dormers are a feature never found in Georgian architecture but often found in Colonial Revival examples. The chimney, with its white painted brick and black 'crown' at the top, protrudes from the gambrel roof just in front of its peak and left of center of the main house. Adjoining the right (north) side of the main house is a side-gambrel split-level garage dating to 2004-2005, when extensive additions were made to the house. This more recent garage was essentially a rebuilding of an older garage that existed in the same location and considerable effort was made to remain faithful in design and materials to the original. There are two garage bays with arch openings for vehicles, and a third opening adjacent to the house with a door. The garage doors are careful reproductions in wood of the original garage doors, and as mentioned later, and original garage door was re-used on the rear of this structure at basement level. On the second floor are three shed roof dormers that reflect similar trim design as those on the main block with fixed-pane six light windows. The brackets in the eaves also match those on the main block.

To the left of the main house is an older porch addition (possibly late 1930s) that was present when the current owner took possession of the property in 1998. It is a five-sided structure with open eaves and rake and exposed rafters. This porch has two twenty fixed-pane (4x5) windows on either side (east and west), double-hung 6/6 sash on its angled walls, and a thirty-two fixed-pane (4x8) window to the south. In 2007 repairs were made to this addition that included new simulated divided-light windows (replacing inappropriate single-pane windows), new cedar clapboard siding, and new hardwood trim.

The southern elevation of the main block gets a bit more complicated, as there is an older addition (probably late 1930s) that extends west from the southern end. Starting from the top of the historic structure, there is a paired window on the third floor, and two symmetrically placed windows on the second floor (as one would expect.) Additionally, there are two windows at second floor level in the addition right against the cornice. On the ground level, there is the porch, and moving west there is a triple window that bridges the distance between the original structure and later addition. To the west of that is a single window. As the grade of the land falls away to the west, this addition (all of the western elevation of the house) has a 'basement' floor. The southern elevation has two 6/6 windows at this 'basement' level that are smaller than those seen on the rest of the house.

The western elevation of 63 Central Street contains numerous additions. So many, in fact, that there is little if any view of the main block. To the right (south) of the western elevation, is the gable-roofed older ell addition. It has a window at third floor level, and paired six-pane windows at its second floor level. There are larger paired six-pane windows at both the ground and basement levels of this addition. To the north of this addition, and protruding from the house only minimally is another addition. This addition is shed-roofed, and has a single

¹ All windows are double sash 6/6 unless otherwise specified.

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

--	--

window at second floor level, and four more recent single-pane windows at the first floor level. There is a pair of standard-size 6/6 window at basement level.

Moving upward, there is a long shed-roofed dormer along the gambrel roof of the original house. This dormer has paired windows to the left and three single windows to the right. All are 6/6, but smaller than those seen on majority of the house. This dormer was part of the house when the structure was moved in the 1930s.

Moving to the north (left), there is a shed-roofed addition dating from 2004-2005 with a high, stone veneer 'foundation'. This addition is one story tall, and encloses the current kitchen. At ground level it has a 'quadruple' window (four immediately adjacent windows), and at basement level is a twelve light door leading to the outside patio. This door is flanked by two twelve light panels. To the north of this addition there is a hexagonal tower solarium with 6/6 double sash over panels and with ornamental glass above each. This also dates to the 2004-2005 period of renovations on the property. The basement level of this hexagonal addition is also a stone veneer foundation and has 6/6 double sash. Finally, at the far northern end of the western façade is the back of the recent garage addition. There is a garage entrance at the basement level which makes use of one of the original garage doors from an earlier (pre-1998) garage that existed in the same spot, and a deck extending from the ground level above which was added in 2007.

Interior Features that contribute to Historic Integrity

There are many character and style-defining features on the interior of the historic portion (main block) of the house that should be retained in order for the house to maintain its historic integrity.

Trim (design/workmanship/materials): The large formal room with the fireplace off the entrance hall, and the entrance hall itself exhibit trim work that appears to be original. There are cornices, wainscoting, window trim, main staircase, the mantle, the fireplace surround and associated trim that should be retained.

Doors/Door hardware (workmanship/materials): Many of the doors in the original structure appear to be original (five-panel doors and others) and thus should be retained. Additionally, there are many examples of different door hardware (hinges/doorknobs) that are contemporary to the house's construction date and should be retained.

Painted mural in hallway (workmanship/association/feeling): There is an elaborate and detailed painted mural that extends throughout the downstairs and upstairs hallway of the main block. This mural is identified with both craftsmanship/artistry and very possibly persons associated with the house, and has taken on historic significance due to its age and remarkable survival. It most certainly should be retained.

Formal layout of hallway and formal room (design/feeling): The spaces including the main staircase, hallway, and large front room are original in layout and reflect design practices based on attitudes of the time concerning private vs. public space, entertaining in the home and other considerations. This layout as it exists contributes to the feeling of the interior of this house as historic and thus should be retained.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

In 1927 Mary Byers Smith purchased the house attached on the north side of the house at 59 Central and barn from the Nathaniel E. Bartlett estate, and moved them north about 50 feet to its original location at 57 Central St. The west wing of 59 Central Street, built as a servant's quarter with ten rooms and five bedrooms, was detached about ten years later and moved west to its current location at 63 Central St. At that time Anne W. Bartlett was the owner. Addison LeBoutillier, Andover artist and architect, then updated the Bartlett home as a single-family residence. LeBoutillier was one of four architects chosen by William Madison Wood to design homes in Shawsheen Village between 1919 and 1924, and also designed a number of other residential and municipal buildings in Andover. Anne and Mary Bartlett painted landscape murals on the hallway walls that remain intact. According to John O'Hara, the current owner, the Kutz family also painted landscape murals on the hallways of Bartlett House. The murals can be found on the first and second floor hallways.

In May 1961, F. Tyler Carlton wrote, "I Take a Walk with My Memory" (Excerpts from his memories as a child and as the owner of 57 Central St.). F. Tyler Carlton, born 1904 died August 14, 1968, age 64, grew up at 67 Central Street, and was a native of Andover.

".....Now let us go back and look at the north side of the street. I remember Numbers 57 and 59 as a double house, the No. 59 part about the same size as now. A Miss Poor lived there until Mr. N. E. Bartlett who lived at 111 Abbot Street bought it about 1908. With a family of girls and a boy he had to add a long wing on the back....."

Continuation

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

--	--

Mr. Bartlett added on at the back a huge three-storied wing. It was about eight feet narrower than the rear of the old house. From the south-center of the back wall of the living room a door led into the back hall and an outside one on the left opened onto a wide brick walkway that extended along the newly added wing between drive, barberry hedge, and lawn on one side, and flower bed and house on the other. Across the hall was the dining room and beyond that an open brick-floored porch. At the right the hall paralleled the stairs to a coat closet where a door to the left went into the pantry and the kitchen beyond. Back of the kitchen there was at the left a cook's pantry, in the center a short flight of stairs to the back door, and on the right a living room for the maids.

The stairs to the second floor led up what was the rear outside wall of the original house. At the top and to the left was the master bedroom around to the right at the opposite end, over the coat closet a bath; and at the right over the north end of the living room a small guest chamber. At the end of this upper hall, and up two steps, was the dormitory like corridor down the center of the wing. First on the right was bath, opposite it was John's room, then Sally's, and on the left Nat's. May had the north corner and Eleanor the south room over the porch. The stairs went up another flight via a cross landing to another long corridor with bath and two bedrooms for the maids, and a large playroom at the far end. Large closets under the eaves allowed storage of toys, costumes, or dresses in process of making.

The summerhouse that was across the drive from the porch (59) was later moved west to the top of the knoll where No. 63 now is. Just a little nearer the street was the carriage shed, the under part of which served as a chicken coop, the yard taking in most of the brook valley over to B. F. Smith's. Number 63 is the big wing that Mr. Bartlett had added to No. 59 in 1908 and which Mrs. Bartlett cut off and moved back here in 1930. May and Mrs. Bartlett were quite artistic and I believe that the mural decoration in the hall may have been done by them. May also beautified that brook valley, after the carriage shed was torn down, making it into a sunken garden."

The timeline of architectural changes made to Bartlett House are as follows:

In the 1930s, the main block of the house was detached and moved from 59 Central Street to its current location. Soon after this time, a small porch was added on the west side and a one story two stall garage was built on the northeast end of the house. It is unclear whether the ell that extends north from western end of the house (on the opposite side from where the garage was located) was added after moving the house or it was moved with the house.

In 1998 John and Abigail O'Hara purchased the house.

Extensive renovation was done on house in 2004-2005. The new additions were designed by Rob Bramhall Architects and built by Cote and Foster Builders included:

1. New garage (northeast of historic main block of house)
2. New hexagonal tower addition (breakfast room) and adjoining shed-roofed addition with 4 skylights (new kitchen) to the rear (west side) of the building.
3. Foundation to rear of the house (supporting additions) is a stone veneer foundation and was new in 2004-2005.

2007 repairs and additions included:

1. Repairs to the small older porch on west side of main block (new windows, new cedar clapboards, new hardwood trim)
2. New stone walkway built near the garage.
3. New deck built off the back of the garage.

Bartlett House is listed as a contributing member of the Central Street National Historic Register District.

BIBLIOGRAPHY and/or REFERENCES

1992 Andover Preservation Award

2005 Andover Preservation Award

Owners;

Ellen M. Bartlett Estate - April 9, 1911 - b. 308 p. 412

Mary E. Walton, wife of Arthur G. - April 9, 1911 - b. 308 p. 412 - heir, daughter of Ellen Bartlett

Nathaniel E. Bartlett - Aug. 16, 1911 - b. 308 p. 412

Anne W. Bartlett heir

Alice Dodge - June 10, 1935 - b. 591 p. 25

Mary O. Bartlett - Conservator of Anne W. Bartlett - Sept. 18, 1957 - b. 861 p. 239

Benjamin Allen Roland & wife Sara Briggs Roland - Sept. 18, 1957 - b. 861 p. 240

Decree of Probate Court - Aug. 27, 1957

Old Colony Trust Co. Waldo C. Dodge VP - Oct. 23, 1957 - b. 864 p. 288

License Aug. 18, 1964

Continuation sheet

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Stre

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

Leon & Celia S. Kutz - Aug. 21, 1964 - b. 1017 p. 20
Celia S. Kutz - Apr. 3, 1973 - b. 1233 p. 774
Celia S. Kutz Living Trust - Apr. 3, 1973 - b. 1233 p. 774
Lawrence M. Gordon and Sheara F. Friend trustees - Kutz Living Trust. - Aug. 8, 1996 dated Oct. 6, 1998 b. 5209 p. 110
John T & Abigail O'Hara - b. 5209 p. 109
O'Hara Realty Trust, John T. & Abigail O'Hara - Aug. 19, 1999 - b. 5528 p. 357



Addition when attached to 59 Central Street, circa 1927.



DECISION OF THE

ZONING BOARD OF APPEALS

ANDOVER, MASSACHUSETTS

(Space above reserved for Registry of Deeds)

(Space below reserved for Town Clerk)

Decision Number: Z-17-111

Date Application Filed: July 10, 2017

Applicant: John O'Hara
63 Central Street
Andover, MA 01810

Premises Affected: Land & buildings at 63 Central Street
Located in Zoning District SRA
Town Assessor's Map 74, Lot 93
Essex North Registry of Deeds Book 5909, Page 67, Book 5528, Page 557

Owner of Record: John O'Hara and Abigail O'Hara
63 Central Street
Andover, MA 01810

Relief Requested: Special Permit under Article VIII, §7.9 and/or Variance from Article VIII, §7.9.7.1

Public Notice: Notice published in the Andover Townsman on July 20 and July 27, 2017, and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

Public Hearing(s) held: October 5, 2017, continued on November 2, 107

Decision of the Board: Special Permit under Article VIII, §7.9 GRANTED with conditions and Variance from the requirements of Article VIII, §7.9.7.1 GRANTED

Members participating: Oltman, Magenheimer, McDonough, Bordonaro, Faulk

Date of Decision: November 6, 2017

RECEIVED
TOWN CLERK'S OFFICE
2017 NOV - 6 P 3 37
TOWN OF ANDOVER, MA

I. FACTS PRESENTED AT THE PUBLIC HEARING

A public hearing was held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, October 5, 2017 on the petition of John O'Hara for a special permit under Article VIII, §7.9 and/or a variance from Article VIII, §7.9.7.1 to subdivide a parent lot with an existing historic home into two lots and to construct a new dwelling on the new lot. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Neil B. Magenheimer and Daniel Casper, Members; Denise Bordonaro, Brian Corrigan, Kathy Faulk, and Ellen Keller, Associate Members. In the absence of member Lisa Rechisky the Chair designated Associate Member Denise Bordonaro to sit in her place, and designated Associate Members Brian Corrigan, Kathy Faulk, and Ellen Keller to sit as alternates for the case.

Attorney Mark Johnson appeared before the Board on behalf of the Applicant, along with architect Rob Bramhall. Mr. Johnson clarified that the Applicants are both John T. O'Hara and Abigail L. O'Hara and both have signed the application as there was a question from Town Council Tom Urbelis on this matter. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law and a variance from the provisions of §7.9.7.1 related to the required scale of the plan submitted in support of the application.

The Parent Parcel is located at 63 Central Street in the SRA district. The Applicant proposes to subdivide the property into a Host Lot (designated as Lot 1A on the Plot Plan dated June 28, 2017) and a New Lot (designated as Lot 1B). The existing house on the Parent Parcel, and proposed to be retained on the Host Lot, was built in 1911 and is listed on the Andover Historic Building Survey.

Mr. Johnson indicated that the Host Lot, proposed Lot 1A, meets the requirements found within §7.9.4.2.a of the Zoning By-law. The Host Lot will provide 184,817 SF of lot area, in excess of the required 7,500 SF. Lot 1A is proposed to meet all other dimensional requirements for a Dimensional Special Permit within the SRA district: 51 feet of lot frontage, where 50 is required; front yard setback of over 260 feet, where 25 is required; side yard setback of 12.1 feet, where 10 feet is required; and rear yard setback of over the 30 feet required. The Applicant has restored the existing structure in a manner that had the full approval of the Andover Preservation Commission and was granted a preservation award in 2005. The historic structure will be preserved in its existing location. The Applicant will record a historic preservation deed restriction for the Host Lot, Lot 1A.

Mr. Johnson indicated that the New Lot, proposed Lot 1B, meets the requirements found within §7.9.4.7 of the Zoning By-law. A new dwelling is proposed to be constructed on the New Lot. The New Lot will provide 23,867 SF of lot area, in excess of the required 15,000 SF. Lot 1B is proposed to meet all other dimensional requirements within the SRA district: 138 feet of lot frontage, where 115 is required; front yard setback of 36 feet, where 35 is required; side yard setback of 20 feet, where 20 feet is required; and rear yard setback of 41 feet, where 30 feet is required.

Mr. Bramhall, Architect for the project, showed the Board preliminary architectural plans for the proposed dwelling on New Lot 1B. The dwelling will be designed with the approval of the Andover Preservation Commission. Mr. Bramhall provided aerial photographs indicating before and after conditions along Central Street.

63 Central Street
Decision No. Z-17-111

Karen Herman, Chair of the Andover Preservation Commission, stated that the Commission fully supports this proposal. The historically significant Ann Bartlett House, built in 1911, is listed on the Andover Historic Building Survey and is within the Central Street National Historic Register District. The house at 63 Central Street has a significant setback downhill from the street with a substantial amount of open space between 57 Central Street and 65 Central Street, where the New Lot is proposed. The Andover Preservation Commission considered the historic significance of the house, the setting, size of the lot, and the surrounding historic district properties. An important aspect of the Applicant's proposal is the appropriateness of the new house design. The Commission held a meeting on August 21, 2017 and affirmed their support of the Historic Preservation Special Permit, requesting the Zoning Board add a condition that the Preservation Commission be granted authority over the final design of the new dwelling proposed on the New Lot. When questioned by the Board, Ms. Herman noted that only two other lots in the Downtown Andover area are of sufficient size to apply for a Dimensional Special Permit for Historic Preservation. She noted that preserving a historic home by a historic preservation deed restriction is ideal and it is a compelling reason to grant the special permit. Further, Ms. Herman noted that Central Street is an important neighborhood and retaining its nature is worth consideration.

The Applicant is requesting a variance from the provisions of §7.9.7.1 related to the required scale of the plan submitted in support of the application. The plan is at a 1"=40' scale rather than the 1"=20' scale required. Mr. Johnson stated that the plan is suitable for purposes of submission as an Approval Not Required Plan is required under §7.9.6.6 of the By-law. The Applicant believes that the subject property is sufficiently large that showing the property at 1"=20' scale would render the plans difficult to read, and would require submission of a plan which exceeded the sheet size requirements of §7.9.7.1. The Applicant requests a variance to allow the Board to consider the submitted 1"=40' scale plan.

Attorney Tom Urbelis, Town Council, noted that a Dimensional Special Permit for Historic Preservation is a discretionary special permit. He noted that the existing dwelling was recently renovated and in good condition and was not in danger of being demolished.

Mr. Johnson then noted that the intent of the Dimensional Special Permit for Historic Preservation By-law is a tool by which to preserve houses deemed to be worth saving by the Andover Preservation Commission. The historic preservation deed restriction is critical in this location. Mr. Johnson noted that a historic dwelling should not have to be derelict to receive consideration for a Dimensional Special Permit for Historic Preservation.

The Board inquired of the Applicant whether he had spoken to the adjacent abutters of the property. Mr. John O'Hara responded that he had spoken to the owners of 64, 66, and 68 Central Street and gotten their support. Of the direct abutters, one is ill and unable to be contacted and the other (59 Central) is under reconstruction. The Board noted the previous Board decision #3510, dated May 10, 2005, granting 63 Central Street a special permit for a family dwelling unit. This decision has expired and Mr. O'Hara stated he would abide by the conditions of that permit to remove the family dwelling unit.

Hillary Allwarden, 78 Main Street, spoke in favor of the project. She stated that Mr. Bramhall was respectful of the historic nature of the dwellings along Central Street.

Mary Ann Millar, 64 Central Street, spoke in favor of the project. She stated that the O'Hara's have always been good stewards of their property and she would like to see this rather than an alternative. She stated she had been approached regarding turning her single family dwelling into condominium units.

63 Central Street
Decision No. Z-17-111

Susan Stott, 30 Avon Street, spoke in general favor the project. She spoke with regard to the willingness of the O'Hara's to preserve land for AVIS.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit and associated variance with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to a special meeting to be held on November 2, 2017 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- "Plan of Land in Andover, Mass., prepared for O'Hara Realty Trust and John T. and Abigail O'Hara," prepared by Andover Consultants, Inc. and dated June 28, 2017
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated June 12, 2017.
- Memorandum from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals dated September 7, 2017
- Three aerial photographs, illustrating existing and future conditions along Central Street, prepared by Rob Bramhall Associates, dated October 5, 2017
- Decision of Board of Appeals #3510, dated May 10, 2005
- Historical Narrative for 63 Central Street, taken from the Andover Historic Preservation website
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, dated October 6, 1998 and recorded at E.N.R.D. Book 5209, Page 110
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, Trustees of the O'Hara Realty Trust, dated March 4, 1999 and recorded at E.N.R.D. Book 5528, Page 358.
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, Trustees of the O'Hara Realty Trust, dated November 1, 2000 and recorded at E.N.R.D. Book 5909, Page 67.
- Declaration of Trust for the O'Hara Realty Trust, dated March 4, 1999 and recorded at E.N.R.D. Book 5528, Page 350.
- Draft of proposed Preservation Restriction Agreement
- Letter from Thomas J. Urbelis, Town Council, to the Zoning Board of Appeals, dated August 8, 2017
- Copy of email in support of the project from Michael and Kathleen Cook, 68 Central Street

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, November 2, 2017 Present and voting were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Neil Magenheimer, Member; and Denise Bordonaro, Associate Member sitting in place of Lisa Rechisky, and Kathy Faulk, sitting in place of Daniel Casper.

II. FINDINGS AND DECISION OF THE BOARD

The purpose of this by-law is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The structure in question meets the definition of a historic structure by virtue of it being listed per §7.9.2.1 as a contributing member of the Central Street National Historic Register District, as certified by the Andover Preservation Commission.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The lot is located in the SRA district. (§7.9.4.1)
2. The Host Lot (Lot 1A), containing 184,817 SF of land will meet the current requirements of §7.9.4.2.a having more than 7,500 square feet of contiguous upland.
3. The Host Lot (Lot 1A) meets all other dimensional requirements for a Dimensional Special Permit within the SRA district: 51 feet of lot frontage, where 50 is required; front yard setback of over 260 feet, where 25 is required; side yard setback of 12.1 feet, where 10 feet is required; and rear yard setback of over the 30 feet required. (§7.9.4.3.a)
4. The Host Lot and New Lot have their required frontage on a public way (§7.9.4.4)
5. The Host Lot and New Lot are served by municipal sanitary sewer and water. (§7.9.4.5)
6. The Host Lot and New Lot are not located in the SRC Zoning District, so §7.9.4.6 does not apply.
7. The New Lot (Lot 1B) meets the requirements found within §7.9.4.7 of the Zoning By-law for New Lots in an SRA district. The New Lot will provide 23,867 SF of lot area, in excess of the required 15,000 SF; 138 feet of lot frontage, where 115 is required; front yard setback of 36 feet, where 35 is required; side yard setback of 20 feet, where 20 feet is required; and rear yard setback of 41 feet, where 30 feet is required.
8. The Parent Parcel is not to be divided to create more than one Host Lot, so §7.9.4.8 does not apply.
9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply
10. Since a historic structure is not being placed on either lot, §7.9.4.10 does not apply.

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that keeping the existing structure at 63 Central Street is a priority in this application, as the Central Street National Historic District represents a valid historic setting and context. The Board finds as follows:

1. The modification of dimensional requirements is necessary to protect and maintain the historic structure. The existing structure at 63 Central Street is a significant historic structure as certified by the Andover Preservation Commission. Providing a historic preservation deed restriction is beneficial in preserving the historic structure.
2. There is no proposed work on the existing historic structure. Approval of the design of the proposed structure on the New Lot will be under the authority of the Andover Preservation Commission.
3. It is unlikely that the historic structure will be destroyed in the absence of a Dimensional Special

63 Central Street
Decision No. Z-17-111

Permit for Historic Preservation.

4. There was no interdepartmental review team meeting on this Application.
5. The Andover Preservation Commission supports this Application in its letter of June 12, 2017 and memorandum of September 7, 2017.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a dimensional special permit. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the historic structure. Further, the Board finds that the proposed dwelling on the New Lot preserves, to the maximum extent feasible, the historical and architectural features and character of the Central Street Historic District. Finally, the Board finds that the overall proposal, under §9.4.2 will not be unreasonably detrimental to the established or future character of the neighborhood and town and that such is in harmony with the general purpose and intent of the By-law.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, subject to the following conditions:

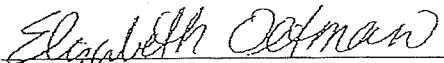
1. The subdivision of the land shall be done in conformity with the Plan of Land submitted with the application entitled "Plan of Land" in Andover, Mass. Prepared for O'Hara Realty Trust & John T. and Abigail O'Hara," dated June 28, 2017, as prepared by Andover Consultants, Inc.
2. The proposed dwelling on New Lot 1B shall be constructed in conformity with the SRA zoning district side, front and rear setbacks as set forth in Section 4.1.2 of the Zoning By-law.
3. In the event of a catastrophic event which results in damage to the historic structure such that the historic structure cannot be repaired, the owner may rebuild on the Host Lot, provided that the new structure does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
 - a. The new structure is placed in the same footprint as that occupied by the historic structure; or
 - b. The new structure is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law.
4. After the dimensional special permit for historic preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alteration or changes are not minor, the owner shall seek a modification of the special permit from the Board of Appeals.
5. When the decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which the decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws.
6. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
7. No building permit shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds.

63 Central Street
Decision No. Z-17-111

8. The owner shall record at the Essex North District Registry of Deeds an historic preservation restriction in the form approved by the Zoning Board of Appeals, and approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, which shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the historic structure such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction.
9. No further subdivisions of Host Lot 1A shall be permitted.
10. The Andover Preservation Commission shall have approval authority over the final design of the proposed dwelling on New Lot 1B, including design, massing, materials, siting and viewshed within allowable zoning and conservation parameters.
11. The family dwelling unit shall be removed from 63 Central Street in accordance with the expiration of Zoning Board Decision #3510.

The Board finds that the scale of the plan submitted is sufficient for purposes of submission and that an Approval Not Required (ANR) plan will be required for certification by the Planning Board and registry with the Essex North District Registry of Deeds. The Board votes unanimously (5-0) to grant the variance from the provisions of §7.9.7.1 to consider the submitted 1"=40' scale plan

Members voting FOR the decision: Oltman, McDonough, Magenheim, Bordonaro, Faulk
Members voting AGAINST the decision: None


Elizabeth M. Oltman, Chair

EMO/bb

CERTIFICATION

I, Lawrence J. Murphy, Town Clerk of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on _____, 2017, and that no appeal has been filed with the Town Clerk.

Lawrence J. Murphy
Town Clerk
Andover, Massachusetts

Exhibit E

Decision No. Z-17-111 of the Zoning Board of Appeals, Andover, Massachusetts

[See Attached]

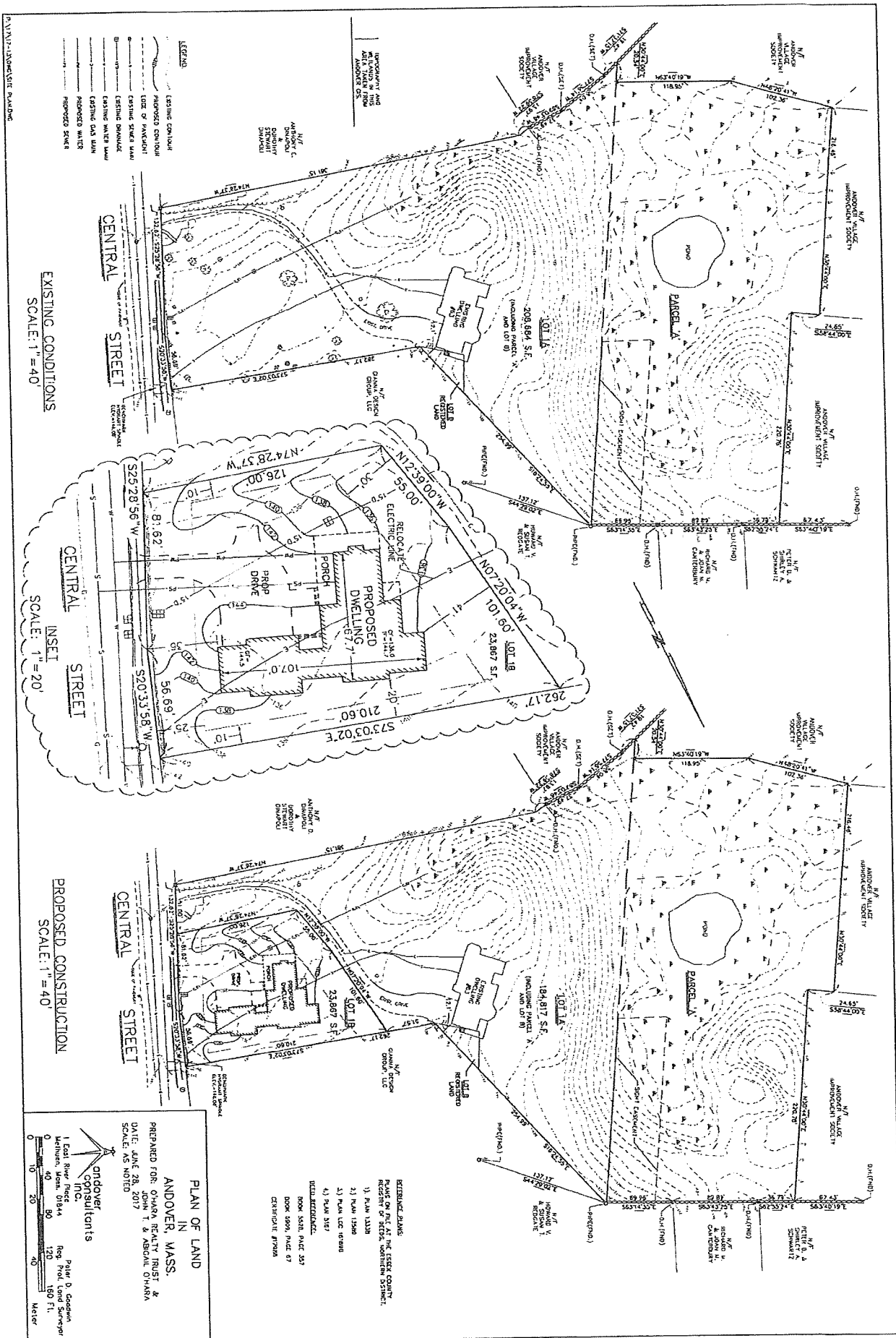


Exhibit D

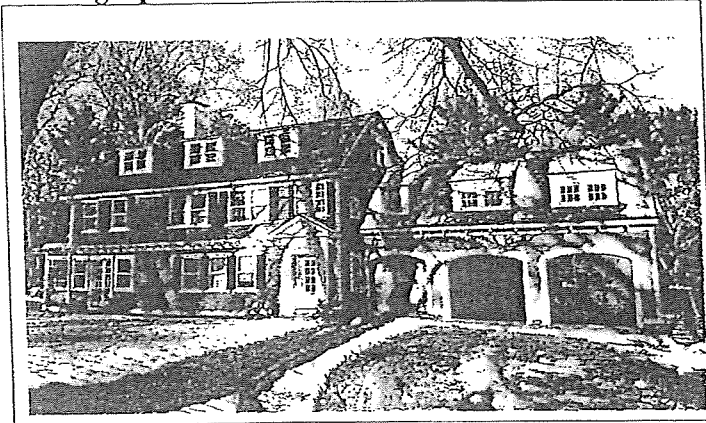
Andover Historic Building Survey – Inventory Form

[See Attached]

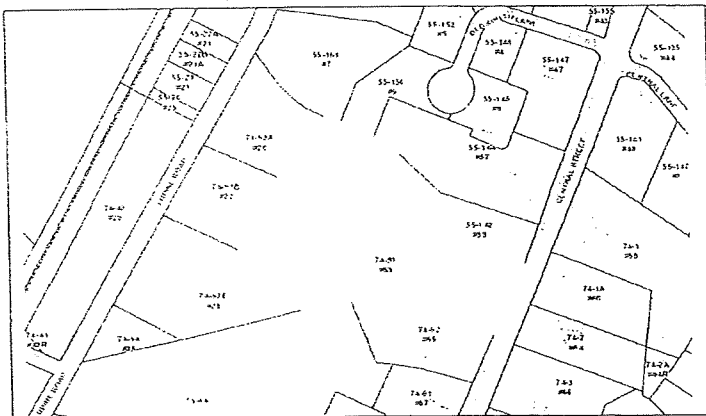
FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION
MASSACHUSETTS ARCHIVES BUILDING
220 MORRISSEY BOULEVARD
BOSTON, MASSACHUSETTS 02125

Photograph



Locus Map



Recorded by: Barbara Thibault, Jim Batchelder, Leo Greene, Karen Herman
Organization: Andover Historical Society, Andover Preservation Commission
Date (month/ year): Summer 1987, 3/20/14, 3/2018, 8/9/2018

Assessor's Number USGS Quad Area(s) Form Number

74-93

Town/City: Andover

Place: (neighborhood or village): Andover Center

Address: 63 Central Street

Historic Name: Anne Bartlett House

Uses: Present: residence

Original: residence

Date of Construction: 1911

Source: Documents of Winifred LeBoutillier Tyer

Style/Form: Georgian Revival

Architect/Builder: Addison B. LeBoutillier

Exterior Material:

Foundation: stone and granite

Wall/Trim: clapboard/wood

Roof: asphalt

Outbuildings/Secondary Structures: garage

Major Alterations (with dates):

2004-2005 renovation and addition by Rob Bramhall, architect, Cote & Foster builders; included removal of existing, attached one story, two bay garage.

Condition: Excellent

Moved: no ☐ yes ☒ **Date:** c. 1930

Acreage: 4.82 acres

Setting: residential

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

--	--

☐ Recommended for listing in the National Register of Historic Places.*If checked, you must attach a completed National Register Criteria Statement form.**Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.***ARCHITECTURAL DESCRIPTION:***Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.***Style:** Colonial Revival (originally part of 59, then 57 Central Street). Moved to current location in the 1930s.**Form:** Side-gabled, asymmetrical, two-story gambrel roof, with later additions to either side and to the rear of the principal structure.

Although the house at 63 Central Street was originally a wing of another house, and it thus presents an asymmetrical façade (not typical of Colonial Revival or the original examples the style was emulating), there are many other identifying features associated with the Colonial Revival style inherent in its construction and design.

First, is the accentuated front door, with its decorative crown (pediment) supported by pilasters. Second, is the use of double-hung window with multi-pane glazing, often in adjacent pairs (as seen on the second and third floor), and triple windows (as seen on the first floor). The of a gambrel roof is also a feature of this style, as is the addition of a side one-story porch as seen here. There are also cornices at the boxe roof-wall junction on all sides of the house, and on most contemporary additions. Such cornices are an important identifying feature of Georgian houses and their Revival counterparts. Lastly, the house is clad in wood clapboards. All of these exterior features are character style-defining features and should be retained.

The Primary (eastern) façade of the main block is three stories high, with a side-gambrel roof. On the first floor there is the primary entrance to the far right, with a gable-roofed pediment supported by pilasters and full classical entablature. This door is the focal point of the primary façade. To the left of the door is a triple window¹, and to the left of that are a pair of twelve light French doors flanked by two windows. On the second floor above the primary door is a pair of 4/4 double sash windows. To the left are two pairs of paired windows, and to the extreme left are two more windows, though not paired. The third floor has three sets of smaller paired 6/6 windows, each under its own shed dormer. Dormers are a feature never found in Georgian architecture but often found in Colonial Revival examples. The chimney, with its white painted brick and black 'crown' at the top, protrudes from the gambrel roof just in front of its peak and left of center of the main house. Adjoining the right (north) side of the main house is a side-gambrel split-level garage dating to 2004-2005, when extensive additions were made to the house. This more recent garage was essentially a rebuilding of an older garage that existed in the same location and considerable effort was made to remain faithful in design and materials to the original. There are two garage bays with arch openings for vehicles, and a third opening adjacent to the house with a door. The garage doors are careful reproductions in wood of the original garage doors, and as will be mentioned later, and original garage door was re-used on the rear of this structure at basement level. On the second floor are three shed roof dormers that reflect similar trim design as those on the main block with fixed-pane six light windows. The brackets in the eaves also match those on the main block.

To the left of the main house is an older porch addition (possibly late 1930s) that was present when the current owner took possession of the property in 1998. It is a five-sided structure with open eaves and rake and exposed rafters. This porch has two twenty fixed-pane (4x5) windows on either side (east and west), double-hung 6/6 sash on its angled walls, and a thirty-two fixed-pane (4x8) window to the south. In 2007 repairs were made to this addition that included new simulated divided-light windows (replacing inappropriate single-pane windows), new cedar clapboard siding, and new hardwood trim.

The southern elevation of the main block gets a bit more complicated, as there is an older addition (probably late 1930s) that extends west from the southern end. Starting from the top of the historic structure, there is a paired window on the third floor, and two symmetrically placed windows on the second floor (as one would expect.) Additionally, there are two windows at second floor level in the addition right against the cornice. On the ground level, there is the porch, and moving west there is a triple window that bridges the distance between original structure and later addition. To the west of that is a single window. As the grade of the land falls away to the west, this addition (all of the western elevation of the house) has a 'basement' floor. The southern elevation has two 6/6 windows at this 'basement' level though one is smaller than those seen on the rest of the house.

The western elevation of 63 Central Street contains numerous additions. So many, in fact, that there is little if any view of the main block. To the right (south) of the western elevation, is the gable-roofed older ell addition. It has a window at third floor level, and paired six-pane windows at its second floor level. There are larger paired six-pane windows at both the ground and basement levels of this addition. To the north of this addition, and protruding from the house only minimally is another addition. This addition is shed-roofed, and has a single

¹ All windows are double sash 6/6 unless otherwise specified.

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

window at second floor level, and four more recent single-pane windows at the first floor level. There is a pair of standard-size 6/6 windows at basement level.

Moving upward, there is a long shed-roofed dormer along the gambrel roof of the original house. This dormer has paired windows to the left and three single windows to the right. All are 6/6, but smaller than those seen on majority of the house. This dormer was part of the house when the structure was moved in the 1930s.

Moving to the north (left), there is a shed-roofed addition dating from 2004-2005 with a high, stone veneer 'foundation'. This addition is one story tall, and encloses the current kitchen. At ground level it has a 'quadruple' window (four immediately adjacent windows), and at basement level is a twelve light door leading to the outside patio. This door is flanked by two twelve light panels. To the north of this addition there is a hexagonal tower solarium with 6/6 double sash over panels and with ornamental glass above each. This also dates to the 2004-2005 period of renovations on the property. The basement level of this hexagonal addition is also a stone veneer foundation and has 6/6 double sash. Finally, at the far northern end of the western façade is the back of the recent garage addition. There is a garage entrance at the basement level which makes use of one of the original garage doors from an earlier (pre-1998) garage that existed in the same spot, and a deck extending from the ground level above which was added in 2007.

Interior Features that contribute to Historic Integrity

There are many character and style-defining features on the interior of the historic portion (main block) of the house that should be retained in order for the house to maintain its historic integrity.

Trim (design/workmanship/materials): The large formal room with the fireplace off the entrance hall, and the entrance hall itself exhibit trim work that appears to be original. There are cornices, wainscoting, window trim, main staircase, the mantle, the fireplace surround and associated trim that should be retained.

Doors/Door hardware (workmanship/materials): Many of the doors in the original structure appear to be original (five-panel doors and others) and thus should be retained. Additionally, there are many examples of different door hardware (hinges/doorknobs) that are contemporary to the house's construction date and should be retained.

Painted mural in hallway (workmanship/association/feeling): There is an elaborate and detailed painted mural that extends throughout the downstairs and upstairs hallway of the main block. This mural is identified with both craftsmanship/artistry and very possibly persons associated with the house, and has taken on historic significance due to its age and remarkable survival. It most certainly should be retained.

Formal layout of hallway and formal room (design/feeling): The spaces including the main staircase, hallway, and large front room are original in layout and reflect design practices based on attitudes of the time concerning private vs. public space, entertaining in the home, and other considerations. This layout as it exists contributes to the feeling of the interior of this house as historic and thus should be retained.

HISTORICAL NARRATIVE

Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.

In 1927 Mary Byers Smith purchased the house attached on the north side of the house at 59 Central and barn from the Nathaniel E. Bartlett estate, and moved them north about 50 feet to its original location at 57 Central St. The west wing of 59 Central Street, built as a servant's quarter with ten rooms and five bedrooms, was detached about ten years later and moved west to its current location at 63 Central St. At that time Anne W. Bartlett was the owner. Addison LeBoutillier, Andover artist and architect, then updated the Bartlett home as a single-family residence. LeBoutillier was one of four architects chosen by William Madison Wood to design homes in Shawsheen Village between 1924 and 1928, and also designed a number of other residential and municipal buildings in Andover. Anne and Mary Bartlett painted landscape murals on the hallway walls that remain intact. According to John O'Hara, the current owner, the Kutz family also painted landscape murals on the hallways of Bartlett House. The murals can be found on the first and second floor hallways.

In May 1961, F. Tyler Carlton wrote, "I Take a Walk with My Memory" (Excerpts from his memories as a child and as the owner of 57 Central St.). F. Tyler Carlton, born. 1904 died. August 14, 1968, age 64, grew up at 67 Central Street, and was a native of Andover.

".....Now let us go back and look at the north side of the street. I remember Numbers 57 and 59 as a double house, the No. 59 part about the same size as now. A Miss Poor lived there until Mr. N. E. Bartlett who lived at 11 Abbot Street bought it about 1908. With a family of five girls and a boy he had to add a long wing on the back....."

Continuation

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Street

MASSACHUSETTS HISTORICAL COMMISSION

Area(s) Form No.

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

--	--

Mr. Bartlett added on at the back a huge three-storied wing. It was about eight feet narrower than the rear of the old house. From the south-center of the back wall of the living room a door led into the back hall and an outside one on the left opened onto a wide brick walkway that extended along the newly added wing between drive, barberry hedge, and lawn on one side, and flower bed and house on the other. Across the hall was the dining room and beyond that an open brick-floored porch. At the right the hall paralleled the stairs to a coat closet where a door to the left went into the pantry and the kitchen beyond. Back of the kitchen there was at the left a cook's pantry, in the center a short flight of stairs to the back door, and on the right a living room for the maids.

The stairs to the second floor led up what was the rear outside wall of the original house. At the top and to the left was the master bedroom around to the right at the opposite end, over the coat closet a bath; and at the right over the north end of the living room a small guest chamber. At the end of this upper hall, and up two steps, was the dormitory like corridor down the center of the wing. First on the right was bath, opposite it was John's room, then Sally's, and on the left Nat's. May had the north corner and Eleanor the south room over the porch. The stairs went up another flight via a cross landing to another long corridor with bath and two bedrooms for the maids, and a large playroom at the far end. Large closets under the eaves allowed storage of toys, costumes, or dresses in process of making.

The summerhouse that was across the drive from the porch (59) was later moved west to the top of the knoll where No. 63 now is. Just a little nearer the street was the carriage shed, the under part of which served as a chicken coop, the yard taking in most of the brook valley over to B. F. Smith's. Number 63 is the big wing that Mr. Bartlett had added to No. 59 in 1908 and which Mrs. Bartlett cut off and moved back here in 1930. May and Mrs. Bartlett were quite artistic and I believe that the mural decoration in the hall may have been done by them. May also beautified that brook valley, after the carriage shed was torn down, making it into a sunken garden."

The timeline of architectural changes made to Bartlett House are as follows:

In the 1930s, the main block of the house was detached and moved from 59 Central Street to its current location. Soon after this time, a small porch was added on the west side and a one story two stall garage was built on the northeast end of the house. It is unclear whether the ell that extends north from western end of the house (on the opposite side from where the garage was located) was added after moving the house or it was moved with the house.

In 1998 John and Abigail O'Hara purchased the house.

Extensive renovation was done on house in 2004-2005. The new additions were designed by Rob Bramhall Architects and built by Cote and Foster Builders included:

1. New garage (northeast of historic main block of house)
2. New hexagonal tower addition (breakfast room) and adjoining shed-roofed addition with 4 skylights (new kitchen) to the rear (west side) of the building.
3. Foundation to rear of the house (supporting additions) is a stone veneer foundation and was new in 2004-2005.

2007 repairs and additions included:

1. Repairs to the small older porch on west side of main block (new windows, new cedar clapboards, new hardwood trim)
2. New stone walkway built near the garage.
3. New deck built off the back of the garage.

Bartlett House is listed as a contributing member of the Central Street National Historic Register District.

BIBLIOGRAPHY and/or REFERENCES

1992 Andover Preservation Award

2005 Andover Preservation Award

Owners;

Ellen M. Bartlett Estate - April 9, 1911 - b. 308 p. 412

Mary E. Walton, wife of Arthur G. - April 9, 1911 - b. 308 p. 412 - heir, daughter of Ellen Bartlett

Nathaniel E. Bartlett - Aug. 16, 1911 - b. 308 p. 412

Anne W. Bartlett heir

Alice Dodge - June 10, 1935 - b. 591 p. 25

Mary O. Bartlett - Conservator of Anne W. Bartlett - Sept. 18, 1957 - b. 861 p. 239

Benjamin Allen Roland & wife Sara Briggs Roland - Sept. 18, 1957 - b. 861 p. 240

Decree of Probate Court - Aug. 27, 1957

Old Colony Trust Co. Waldo C. Dodge VP - Oct. 23, 1957 - b. 864 p. 288

License Aug. 18, 1964

Continuation sheet

INVENTORY FORM B CONTINUATION SHEET

TOWN Andover

ADDRESS 63 Central Stre

MASSACHUSETTS HISTORICAL COMMISSION
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

Leon & Celia S. Kutz - Aug. 21, 1964 - b. 1017 p. 20
Celia S. Kutz - Apr. 3, 1973 - b. 1233 p. 774
Celia S. Kutz Living Trust - Apr. 3, 1973 - b. 1233 p. 774
Lawrence M. Gordon and Sheara F. Friend trustees - Kutz Living Trust. - Aug. 8, 1996 dated Oct. 6, 1998 b. 5209 p. 110
John T & Abigail O'Hara - b. 5209 p. 109
O'Hara Realty Trust, John T. & Abigail O'Hara - Aug. 19, 1999 - b. 5528 p. 357



Addition when attached to 59 Central Street, circa 1927.



DECISION OF THE

ZONING BOARD OF APPEALS

ANDOVER, MASSACHUSETTS

(Space above reserved for Registry of Deeds)

(Space below reserved for Town Clerk)

Decision Number: Z-17-111

Date Application Filed: July 10, 2017

Applicant: John O'Hara
63 Central Street
Andover, MA 01810

Premises Affected: Land & buildings at 63 Central Street
Located in Zoning District SRA
Town Assessor's Map 74, Lot 93
Essex North Registry of Deeds Book 5909, Page 67, Book 5528, Page 357

Owner of Record: John O'Hara and Abigail O'Hara
63 Central Street
Andover, MA 01810

Relief Requested: Special Permit under Article VIII, §7.9 and/or Variance from Article VIII, §7.9.7.1

Public Notice: Notice published in the Andover Townsman on July 20 and July 27, 2017, and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

Public Hearing(s) held: October 5, 2017, continued on November 2, 107

Decision of the Board: Special Permit under Article VIII, §7.9 GRANTED with conditions and Variance from the requirements of Article VIII, §7.9.7.1 GRANTED

Members participating: Oltman, Magenheimer, McDonough, Bordonaro, Faulk

Date of Decision: November 6, 2017

RECEIVED
TOWN CLERK'S OFFICE
2017 NOV -6 P 3 37
TOWN OF ANDOVER, MASS

63 Central Street
Decision No. Z-17-111

I. FACTS PRESENTED AT THE PUBLIC HEARING

A public hearing was held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, October 5, 2017 on the petition of John O'Hara for a special permit under Article VIII, §7.9 and/or a variance from Article VIII, §7.9.7.1 to subdivide a parent lot with an existing historic home into two lots and to construct a new dwelling on the new lot. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Neil B. Magenheimer and Daniel Casper, Members; Denise Bordonaro, Brian Corrigan, Kathy Faulk, and Ellen Keller, Associate Members. In the absence of member Lisa Rechisky the Chair designated Associate Member Denise Bordonaro to sit in her place, and designated Associate Members Brian Corrigan, Kathy Faulk, and Ellen Keller to sit as alternates for the case.

Attorney Mark Johnson appeared before the Board on behalf of the Applicant, along with architect Rob Bramhall. Mr. Johnson clarified that the Applicants are both John T. O'Hara and Abigail L. O'Hara and both have signed the application as there was a question from Town Council Tom Urbelis on this matter. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law and a variance from the provisions of §7.9.7.1 related to the required scale of the plan submitted in support of the application.

The Parent Parcel is located at 63 Central Street in the SRA district. The Applicant proposes to subdivide the property into a Host Lot (designated as Lot 1A on the Plot Plan dated June 28, 2017) and a New Lot (designated as Lot 1B). The existing house on the Parent Parcel, and proposed to be retained on the Host Lot, was built in 1911 and is listed on the Andover Historic Building Survey.

Mr. Johnson indicated that the Host Lot, proposed Lot 1A, meets the requirements found within §7.9.4.2.a of the Zoning By-law. The Host Lot will provide 184,817 SF of lot area, in excess of the required 7,500 SF. Lot 1A is proposed to meet all other dimensional requirements for a Dimensional Special Permit within the SRA district: 51 feet of lot frontage, where 50 is required; front yard setback of over 260 feet, where 25 is required; side yard setback of 12.1 feet, where 10 feet is required; and rear yard setback of over the 30 feet required. The Applicant has restored the existing structure in a manner that had the full approval of the Andover Preservation Commission and was granted a preservation award in 2005. The historic structure will be preserved in its existing location. The Applicant will record a historic preservation deed restriction for the Host Lot, Lot 1A.

Mr. Johnson indicated that the New Lot, proposed Lot 1B, meets the requirements found within §7.9.4.7 of the Zoning By-law. A new dwelling is proposed to be constructed on the New Lot. The New Lot will provide 23,867 SF of lot area, in excess of the required 15,000 SF. Lot 1B is proposed to meet all other dimensional requirements within the SRA district: 138 feet of lot frontage, where 115 is required; front yard setback of 36 feet, where 35 is required; side yard setback of 20 feet, where 20 feet is required; and rear yard setback of 41 feet, where 30 feet is required.

Mr. Bramhall, Architect for the project, showed the Board preliminary architectural plans for the proposed dwelling on New Lot 1B. The dwelling will be designed with the approval of the Andover Preservation Commission. Mr. Bramhall provided aerial photographs indicating before and after conditions along Central Street.

63 Central Street
Decision No. Z-17-111

Karen Herman, Chair of the Andover Preservation Commission, stated that the Commission fully supports this proposal. The historically significant Ann Bartlett House, built in 1911, is listed on the Andover Historic Building Survey and is within the Central Street National Historic Register District. The house at 63 Central Street has a significant setback downhill from the street with a substantial amount of open space between 57 Central Street and 65 Central Street, where the New Lot is proposed. The Andover Preservation Commission considered the historic significance of the house, the setting, size of the lot, and the surrounding historic district properties. An important aspect of the Applicant's proposal is the appropriateness of the new house design. The Commission held a meeting on August 21, 2017 and affirmed their support of the Historic Preservation Special Permit, requesting the Zoning Board add a condition that the Preservation Commission be granted authority over the final design of the new dwelling proposed on the New Lot. When questioned by the Board, Ms. Herman noted that only two other lots in the Downtown Andover area are of sufficient size to apply for a Dimensional Special Permit for Historic Preservation. She noted that preserving a historic home by a historic preservation deed restriction is ideal and it is a compelling reason to grant the special permit. Further, Ms. Herman noted that Central Street is an important neighborhood and retaining its nature is worth consideration.

The Applicant is requesting a variance from the provisions of §7.9.7.1 related to the required scale of the plan submitted in support of the application. The plan is at a 1"=40' scale rather than the 1"=20' scale required. Mr. Johnson stated that the plan is suitable for purposes of submission as an Approval Not Required Plan is required under §7.9.6.6 of the By-law. The Applicant believes that the subject property is sufficiently large that showing the property at 1"=20' scale would render the plans difficult to read, and would require submission of a plan which exceeded the sheet size requirements of §7.9.7.1. The Applicant requests a variance to allow the Board to consider the submitted 1"=40' scale plan.

Attorney Tom Urbelis, Town Council, noted that a Dimensional Special Permit for Historic Preservation is a discretionary special permit. He noted that the existing dwelling was recently renovated and in good condition and was not in danger of being demolished.

Mr. Johnson then noted that the intent of the Dimensional Special Permit for Historic Preservation By-law is a tool by which to preserve houses deemed to be worth saving by the Andover Preservation Commission. The historic preservation deed restriction is critical in this location. Mr. Johnson noted that a historic dwelling should not have to be derelict to receive consideration for a Dimensional Special Permit for Historic Preservation.

The Board inquired of the Applicant whether he had spoken to the adjacent abutters of the property. Mr. John O'Hara responded that he had spoken to the owners of 64, 66, and 68 Central Street and gotten their support. Of the direct abutters, one is ill and unable to be contacted and the other (59 Central) is under reconstruction. The Board noted the previous Board decision #3510, dated May 10, 2005, granting 63 Central Street a special permit for a family dwelling unit. This decision has expired and Mr. O'Hara stated he would abide by the conditions of that permit to remove the family dwelling unit.

Hillary Allwarden, 78 Main Street, spoke in favor of the project. She stated that Mr. Bramhall was respectful of the historic nature of the dwellings along Central Street.

Mary Ann Millar, 64 Central Street, spoke in favor of the project. She stated that the O'Hara's have always been good stewards of their property and she would like to see this rather than an alternative. She stated she had been approached regarding turning her single family dwelling into condominium units.

63 Central Street
Decision No. Z-17-111

Susan Stott, 30 Avon Street, spoke in general favor the project. She spoke with regard to the willingness of the O'Hara's to preserve land for AVIS.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit and associated variance with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to a special meeting to be held on November 2, 2017 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- "Plan of Land in Andover, Mass., prepared for O'Hara Realty Trust and John T. and Abigail O'Hara," prepared by Andover Consultants, Inc. and dated June 28, 2017
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated June 12, 2017.
- Memorandum from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals dated September 7, 2017
- Three aerial photographs, illustrating existing and future conditions along Central Street, prepared by Rob Bramhall Associates, dated October 5, 2017
- Decision of Board of Appeals #3510, dated May 10, 2005
- Historical Narrative for 63 Central Street, taken from the Andover Historic Preservation website
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, dated October 6, 1998 and recorded at E.N.R.D. Book 5209, Page 110
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, Trustees of the O'Hara Realty Trust, dated March 4, 1999 and recorded at E.N.R.D. Book 5528, Page 358.
- Quitclaim Deed for transfer of 63 Central Street to John T. O'Hara and Abigail L. O'Hara, Trustees of the O'Hara Realty Trust, dated November 1, 2000 and recorded at E.N.R.D. Book 5909, Page 67.
- Declaration of Trust for the O'Hara Realty Trust, dated March 4, 1999 and recorded at E.N.R.D. Book 5528, Page 350.
- Draft of proposed Preservation Restriction Agreement
- Letter from Thomas J. Urbelis, Town Council, to the Zoning Board of Appeals, dated August 8, 2017
- Copy of email in support of the project from Michael and Kathleen Cook, 68 Central Street

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3rd Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, November 2, 2017 Present and voting were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Neil Magenheim, Member; and Denise Bordonaro, Associate Member sitting in place of Lisa Rechisky, and Kathy Faulk, sitting in place of Daniel Casper.

63 Central Street
Decision No. Z-17-111

II. FINDINGS AND DECISION OF THE BOARD

The purpose of this by-law is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The structure in question meets the definition of a historic structure by virtue of it being listed per §7.9.2.1 as a contributing member of the Central Street National Historic Register District, as certified by the Andover Preservation Commission.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The lot is located in the SRA district. (§7.9.4.1)
2. The Host Lot (Lot 1A), containing 184,817 SF of land will meet the current requirements of §7.9.4.2.a having more than 7,500 square feet of contiguous upland.
3. The Host Lot (Lot 1A) meets all other dimensional requirements for a Dimensional Special Permit within the SRA district: 51 feet of lot frontage, where 50 is required; front yard setback of over 260 feet, where 25 is required; side yard setback of 12.1 feet, where 10 feet is required; and rear yard setback of over the 30 feet required. (§7.9.4.3.a)
4. The Host Lot and New Lot have their required frontage on a public way (§7.9.4.4)
5. The Host Lot and New Lot are served by municipal sanitary sewer and water. (§7.9.4.5)
6. The Host Lot and New Lot are not located in the SRC Zoning District, so §7.9.4.6 does not apply.
7. The New Lot (Lot 1B) meets the requirements found within §7.9.4.7 of the Zoning By-law for New Lots in an SRA district. The New Lot will provide 23,867 SF of lot area, in excess of the required 15,000 SF; 138 feet of lot frontage, where 115 is required; front yard setback of 36 feet, where 35 is required; side yard setback of 20 feet, where 20 feet is required; and rear yard setback of 41 feet, where 30 feet is required.
8. The Parent Parcel is not to be divided to create more than one Host Lot, so §7.9.4.8 does not apply.
9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply
10. Since a historic structure is not being placed on either lot, §7.9.4.10 does not apply.

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that keeping the existing structure at 63 Central Street is a priority in this application, as the Central Street National Historic District represents a valid historic setting and context. The Board finds as follows:

1. The modification of dimensional requirements is necessary to protect and maintain the historic structure. The existing structure at 63 Central Street is a significant historic structure as certified by the Andover Preservation Commission. Providing a historic preservation deed restriction is beneficial in preserving the historic structure.
2. There is no proposed work on the existing historic structure. Approval of the design of the proposed structure on the New Lot will be under the authority of the Andover Preservation Commission.
3. It is unlikely that the historic structure will be destroyed in the absence of a Dimensional Special

63 Central Street
Decision No. Z-17-111

Permit for Historic Preservation.

4. There was no interdepartmental review team meeting on this Application.
5. The Andover Preservation Commission supports this Application in its letter of June 12, 2017 and memorandum of September 7, 2017.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a dimensional special permit. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the historic structure. Further, the Board finds that the proposed dwelling on the New Lot preserves, to the maximum extent feasible, the historical and architectural features and character of the Central Street Historic District. Finally, the Board finds that the overall proposal, under §9.4.2 will not be unreasonably detrimental to the established or future character of the neighborhood and town and that such is in harmony with the general purpose and intent of the By-law.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, subject to the following conditions:


1. The subdivision of the land shall be done in conformity with the Plan of Land submitted with the application entitled "Plan of Land" in Andover, Mass. Prepared for O'Hara Realty Trust & John T. and Abigail O'Hara," dated June 28, 2017, as prepared by Andover Consultants, Inc.
2. The proposed dwelling on New Lot 1B shall be constructed in conformity with the SRA zoning district side, front and rear setbacks as set forth in Section 4.1.2 of the Zoning By-law.
3. In the event of a catastrophic event which results in damage to the historic structure such that the historic structure cannot be repaired, the owner may rebuild on the Host Lot, provided that the new structure does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
 - a. The new structure is placed in the same footprint as that occupied by the historic structure; or
 - b. The new structure is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law.
4. After the dimensional special permit for historic preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alteration or changes are not minor, the owner shall seek a modification of the special permit from the Board of Appeals.
5. When the decision of the Board of Appeals on the application for a dimensional special permit for historic preservation has become final and has been recorded at the Registry of Deeds, the plan upon which the decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P of the Massachusetts General Laws.
6. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
7. No building permit shall be issued until the ANR plan has been recorded at the Essex North District Registry of Deeds.

63 Central Street
Decision No. Z-17-111

8. The owner shall record at the Essex North District Registry of Deeds an historic preservation restriction in the form approved by the Zoning Board of Appeals, and approved and endorsed by the Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, which shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the historic structure such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction.
9. No further subdivisions of Host Lot 1A shall be permitted.
10. The Andover Preservation Commission shall have approval authority over the final design of the proposed dwelling on New Lot 1B, including design, massing, materials, siting and viewed within allowable zoning and conservation parameters.
11. The family dwelling unit shall be removed from 63 Central Street in accordance with the expiration of Zoning Board Decision #3510.

The Board finds that the scale of the plan submitted is sufficient for purposes of submission and that an Approval Not Required (ANR) plan will be required for certification by the Planning Board and registry with the Essex North District Registry of Deeds. The Board votes unanimously (5-0) to grant the variance from the provisions of §7.9.7.1 to consider the submitted 1"=40' scale plan

Members voting FOR the decision: Oltman, McDonough, Magenheimer, Bordonaro, Faulk
Members voting AGAINST the decision: None


Elizabeth M. Oltman, Chair

EMO/bb

CERTIFICATION

I, Lawrence J. Murphy, Town Clerk of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on _____, 2017, and that no appeal has been filed with the Town Clerk.

Lawrence J. Murphy
Town Clerk
Andover, Massachusetts

Exhibit E

Decision No. Z-17-111 of the Zoning Board of Appeals, Andover, Massachusetts

[See Attached]



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8230
townclerk@andoverma.gov

TOWN ELECTION & ANNUAL TOWN MEETING CALENDAR

2019

TOWN ELECTION:	Tuesday, March 26, 2019 7:00 AM - 8:00 PM Precinct polling places: Precincts 1 & 3 – Center at Punchard Precincts 4, 5, & 6 – Wood Hill Middle School Precincts 2, 7, 7A, 8 & 9 – Andover High School
ANNUAL TOWN MEETING:	April 29 & 30, May 6 & 7 2019 7:00 PM J. Everett Collins Center Auditorium Andover High School, Shawsheen Road
TOWN WARRANT:	Opens: Monday, October 29, 2018 Closes: Friday, January 25, 2019 (4:30 PM)
BUDGET DUE TO TOWN:	Friday, February 1, 2019 (First Friday of February)
ANNUAL TOWN REPORT:	Tuesday, March 19, 2019 (7 days before town election)
FINANCE COMMITTEE REPORT	Friday, April 19, 2019 (10 days before business meeting)

PLEASE NOTE: Mail-in voter registration forms are available at the Registry of Motor Vehicles, the Public Library, all four Post Offices, the Secretary of the Commonwealth's web site, and the Town Offices at 36 Bartlet Street. If you are not a registered voter, to be eligible to vote at an Election or Town Meeting, your mail-in form must be received or postmarked by the last day to register per State Law. On-line voter registration is now available on the Secretary of the Commonwealth's web site.

ANDOVER TOWN ELECTION DEADLINES

1. Last day to submit nomination papers to the Board of Registrars for Town Election
Tuesday, February 5, 2019 by 5:00 PM (49 days)
2. Last day to Withdraw from Town Election (notarized statement in writing)
Thursday, February 21, 2019 by 5:00 PM (33days)
3. Last Day to Register to vote for the Town Election for non-registered voters:
Wednesday, March 6, 2019 (20 days)

Town Clerk's Office: Open for voter registration from 8:30 AM to 8:00 PM

4. Warrant Posted & Published:

No later than Tuesday, March 12, 2019 (14 days)

ANNUAL TOWN MEETING DEADLINES

1. Last Day to Register to vote for the Annual Town Meeting for non-registered voters:

Tuesday, April 9, 2019 (20 days)

2. Warrant Posted & Published:

No later than Monday, April 15, 2019 (14 days)

TOWN ELECTION CAMPAIGN FINANCE REPORTING FOR 2019

REPORT DUE:

REPORTING PERIOD DATES:

Due Jan. 20, 2019

Reporting Period Ending: December 31, 2018

from date of last report filed in 2018.

- **April 17, 2018 – Dec. 31, 2018** (2018 Candidates not dissolved)
- **January 1, 2018 - Dec. 31, 2018** (all others)

Due March 18, 2019

(due 8 days before election)

Reporting period: January 1, 2019 - March 8, 2019

(accounting closes 10 days before due date)

Due April 25, 2019

(due 30 days after election)

Reporting period: March 9, 2019 – April 15, 2019

(accounting closes 10 days before due date)

Due Jan. 21, 2020

(End of year report)

Reporting Period Ending - December 31, 2019

from date of last report filed in 2019:

- **April 16, 2019 through Dec. 31, 2019** (all 2019 candidates not dissolved)
- **January 1, 2019 through December 31, 2019** (all others)

Dissolution Report

When balance is zero with written notice.

2019 STATE ELECTIONS

There are no regularly scheduled state elections in 2019.

W A R R A N T
THE COMMONWEALTH OF MASSACHUSETTS
ESSEX, SS.

To Either of the Constables of the Town of Andover

Greeting:

In the name of the Commonwealth you are hereby required to notify and warn the Inhabitants of said Town who are qualified to vote in Town Affairs to meet and assemble at the J. Everett Collins Center Auditorium, Andover High School, Shawsheen Road, in said Andover, on

TUESDAY, THE TWENTY SEVENTH DAY OF NOVEMBER, 2018

At seven o'clock P.M. to act upon the following articles:

ARTICLE 1	BALLARDVALE FIRE STATION LAND ACQUISITION AND CONSTRUCTION
------------------	---

To see if the Town will (i) authorize the Selectmen to acquire by gift, purchase, eminent domain or otherwise, a parcel of land located at 161 Andover Street, identified on the Town Assessors' Map 137, Lot 19, consisting of 0.42938 acres, more or less, for general municipal purposes; (ii) appropriate a sum of money to pay costs of this land acquisition, (iii) appropriate a sum of money to pay costs of designing, constructing and equipping a new Ballardvale Fire Station, including the payment of all other costs incidental and related thereto, and (iv) to determine whether the amounts appropriated by the Town under this article shall be raised by taxation, transfer from available funds, borrowing, or otherwise provided, or to take any other action relative thereto.

On request of the Town Manager

And you are directed to serve this Warrant by posting attested copies and publication thereof, fourteen days, at least, before the time and place of said meeting as directed by the Bylaws of the Town.

Hereof fail not, and make return of this Warrant with your doings thereon, at the time and place of said meeting.

Given our hands this 15th day of October 2018.

_____)	
Alexander J. Vispoli, Chair)	
_____)	
Laura M. Gregory, Vice Chair)	SELECTMEN
_____)	
Christian C. Huntress, Selectman)	OF
_____)	ANDOVER
_____)	
Paul J. Salafia, Selectman)	
_____)	
Ann W. Gilbert, Selectwoman)	

A true copy

A T T E S T

Ronald Bertheim, Constable

Andover, Massachusetts, _____, 2018

Pursuant to the foregoing Warrant, I, the subscriber, one of the Constables of the Town of Andover, have notified the Inhabitants of said Town to meet at the time and place and for the purposes stated in said Warrant, by posting a true and attested copy of the same on the Town Hall, on each school house, and in no less than five other public places where bills and notices are usually posted and by publication in the *Eagle Tribune*. Said warrants have been posted and published fourteen days.

Ronald Bertheim, Constable

PURCHASE AND SALE AGREEMENT

Agreement made as of this ____ day of _____, 2018, by and between Dolores E. Dunning, of 161 Andover Street, Andover, MA 01810 (together with her heirs, successors and assigns, hereinafter called "SELLER") and The Inhabitants of the Town of Andover, a Massachusetts municipal corporation, with an address at 36 Bartlet Street in Andover, Massachusetts 01810 (hereinafter called "BUYER").

1. Description.

SELLER agrees to sell and BUYER agrees to buy the premises in Andover, Essex County, Massachusetts, known as 161 Andover Street, Andover, MA described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Premises") and shown on Town of Andover Assessors Map 137, Lot 19, as described in deeds recorded with the North Essex District Registry of Deeds in Book 14562, Page 44 and Book 1578, Page 201.

2. Deed.

The Premises are to be conveyed by a good and sufficient Quitclaim deed running to BUYER, said deed shall be in the form attached hereto as Exhibit B and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws and subdivision laws;
- b. Such Town of Andover real estate taxes for the fiscal year ending June 30, 2019 as are not due and payable on the date of the delivery of such deed (real estate taxes shall be apportioned as of the date of closing);
- c. Any liens for municipal betterments assessed after the date of this Agreement; and
- d. Easements and restrictions of record insofar as the same will not, in the judgment of the Buyer, adversely interfere with the use of the Premises for purposes of a municipal fire station.

3. Purchase Price.

The agreed Purchase Price for the Premises is \$500,000 which shall be payable upon the delivery and recording of the deed to the Buyer.

At least fifteen (15) days prior to the Escrow Closing Date set forth in Paragraph 4 below, the SELLER shall execute the deed in the form attached hereto as Exhibit B and deliver the same in escrow to the Andover Town Counsel for the purpose of the same being brought forward to the Andover Board of Selectmen for a vote to approve such Deed and an Order of Taking substantially in the form attached hereto as Exhibit B and Exhibit G, respectively.

Notwithstanding any other provision of this Agreement, SELLER acknowledges that if the Andover Board of Selectmen do not vote to approve and execute the Deed and Order of Taking tendered by the SELLER in performance of SELLER's obligations under in Paragraph 2 hereof, Buyer shall immediately notify Seller whereupon this Agreement shall be terminated all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

4. Closing.

Subject to the approval of the Andover Town Manager and the Board of Selectmen, the Deed, Order of Taking, Purchase Price and other Closing Deliveries are to be delivered by the parties on January 30, 2019 or such other date as may be agreed upon in writing by the parties hereto, ("Escrow Closing Date"), to Marsh, Moriarty, Ontell & Golder ("Escrow Agent") in accordance with the general provisions of the usual form of escrow agreement then in use by Escrow Agent (with such special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement) and/or pursuant to closing instructions provided by the parties and all of which shall be mutually acceptable to Buyer and Seller (an "Escrow Closing", or at times "Closing"). In the event of an Escrow Closing, (a) Seller shall deposit or cause to be deposited with Escrow Agent the Seller Deliveries (as defined in Section 18 herein); and (b) Buyer shall deposit with Escrow Agent the Buyer Deliveries (as defined in Section 18 herein). At the Closing, Escrow Agent shall disburse all monies in strict accordance with the closing statement, record the Deed and any other required documents or plans, and deliver to the appropriate parties all other closing documents. It is agreed that Escrow Agent shall have no liability to Seller or Buyer for the performance of its services herein, except in the event of Escrow Agent's gross negligence and/or willful misconduct. In either case, the term "Closing" shall mean the consummation of the purchase and sale of the Premises in accordance with the terms of this Agreement, and including the recording of the Deed. The Deed is to be recorded and proceeds

Agent has not reported any problems outside of Escrow Agent's control. Notwithstanding anything to the contrary contained herein or in any escrow agreement or closing escrow instructions, the Buyer, Town Counsel or Escrow Agent shall not release or authorize release of the Deed, or any Seller Deliveries from escrow for recording until such time as the Escrow Agent is holding the Purchase Price in good and collected funds.

5. Closing Expenses and Prorations.

Real Estate taxes and other municipal charges shall be prorated as of the date of Closing based upon the latest available bills. BUYER shall pay all costs associated with the recording of the deed and such fees and recording costs as are customarily paid by the BUYER, and the SELLER shall pay such fees and recording costs as are customarily paid by the SELLER. Each party shall pay its own legal expenses.

6. Possession and Condition of Premises.

Full possession of the Premises, free of all tenants and occupants, is to be delivered on the Escrow Closing Date or Extended Closing Date.

7. Extension to Perfect Title and Satisfy Conditions.

If on the Escrow Closing Date SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, or to satisfy BUYER's conditions under Paragraph 14, or the Premises do not conform with the provisions hereof, all as herein stipulated, then SELLER shall use reasonable efforts, the cost of which shall not exceed Five Thousand Dollars (\$5,000.00), inclusive of legal fees, to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, or, if possible, to satisfy BUYER's conditions under Paragraph 14, as the case may be, and the date for closing shall be extended for a period of up to, but not exceeding 30 days (the "Extended Closing Date"). If on the Extended Closing Date SELLER, having used such efforts, shall have failed so to remove any defects in title, deliver possession, or, if possible, to satisfy BUYER's conditions under Paragraph 14, or to make the Premises conform, as the case may be, all as herein agreed, then, at BUYER's option, this Agreement shall be terminated and all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

If on the Escrow Closing Date or the Extended Closing Date, SELLER is able to give title, make conveyance, deliver possession, and make the Premises conform but one or more conditions precedent to BUYER's obligation to purchase are unsatisfied and BUYER elects not to proceed, SELLER's obligation shall be limited to a return to BUYER of all payments, if any, made hereunder together with all interest accrued thereon, and this Agreement shall be terminated and all other obligations of all parties thereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

8. Buyer's Election to Accept Title.

BUYER shall have the election, at the Escrow Closing Date or the Extended Closing Date, to accept such title as SELLER can deliver to the Premises in their then condition, in which case SELLER shall convey such title, except that, in the event of such conveyance in accordance with the provisions of this Paragraph 8, if the Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, with the delivery of the deed, pay over to BUYER and assign to BUYER all moneys, recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration (up to the Purchase Price), and BUYER shall pay the agreed Purchase Price without deduction.

9. Acceptance of Deed.

The acceptance of a deed by BUYER or BUYER's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, and specifically those under Paragraph 23 hereof, to be performed after the Escrow Closing Date or the Extended Closing Date and except representations, warranties, and indemnities under Paragraphs 12 and 13, which shall survive the Escrow Closing Date or the Extended Closing Date.

10. Use of Purchase Money.

To enable SELLER to make conveyance as herein provided, SELLER may, at the Escrow Closing Date or the Extended Closing Date, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests and shall use whatever portion of the purchase money

as is necessary to satisfy or discharge of record any mortgages or other monetary liens placed on the Premises by SELLER, or any of SELLER's predecessors and assumed by SELLER, and any real estate taxes or other municipal charges and liens then due and payable provided that all instruments so procured are recorded simultaneously with said deed (except as permitted under Massachusetts Real Estate Bar Association Standards as applicable) and title to the Premises conforms to the provisions and standards of Paragraph 2, above.

11. Default.

a. If BUYER shall fail to fulfill BUYER's agreements herein, including without limitation BUYER's failure to pay the agreed Purchase Price on the Escrow Closing Date or the Extended Closing Date, this Agreement shall be terminated and all obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

b. In the event the SELLER shall be in default hereunder, BUYER shall have the exclusive option to (i) terminate this Agreement or (ii) seek specific performance of this Agreement. In no event shall Seller be liable for consequential, special or punitive type of damages for a Default as described in this Paragraph 11.

12. Seller's Warranties and Indemnity.

SELLER warrants and represents to BUYER as follows:

- a. SELLER has full right, power and authority to enter into and become bound by this Agreement and to consummate the transactions contemplated hereby; that the person executing this Agreement has been duly authorized by all necessary action and has full right, power and authority to execute and deliver this Agreement on behalf of SELLER. This Agreement shall be binding on the Seller, and their heirs, successors, assigns, and beneficiaries.
- b. To the best of Seller's knowledge and belief, the Premises and their present uses are not in violation in any respect of applicable zoning, building and subdivision laws and regulations.
- c. Seller has received no written notice that there are any suits, actions or proceedings pending against the Premises or against Seller and affecting the Premises before any court or administrative agency which, if adversely determined, would have an adverse

effect upon the operation or condition of the Premises, nor to Seller's actual knowledge are any such suits, actions or proceedings currently being threatened against the Premises or Seller and affecting the Premises.

- d. To the best of Seller's knowledge and belief, Seller is not in default with respect to, nor has Seller violated any agreements affecting the Premises, nor is Seller in default under any judgment, order, writ, injunction, rule or regulation of any court or governmental agency or officer to which Seller is subject affecting the Premises or the transaction contemplated hereby. Seller has not received any notices of violations of the foregoing.
- e. Neither this Agreement nor the performance of any of Seller's obligations hereunder violates or conflicts with any other agreement or document by which Seller is bound.
- f. To the best of SELLER's knowledge and belief (i) the Premises are not in violation in any respect of the following (herein collectively called the "Environmental Laws"): Massachusetts General Laws Chapter 21E ("c. 21E"); the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. s. 6901, et seq., as amended, see Solid Waste Disposal Act; the Comprehensive Environmental Response, Compensation and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. s. 9601 et seq.; and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substance, hazardous waste, hazardous materials, oil, asbestos, Urea Formaldehyde Foam Insulation and the group of organic compounds known as polychlorinated biphenyls ("PCBs") (collectively "hazardous substances"); (ii) there are no liens on or affecting the Premises imposed by any Environmental Laws, (iii) there is no actual, asserted or threatened, liability or obligation of SELLER, related to the Premises, under any Environmental Laws and (iv) there are no hazardous substances on the Premises, nor have hazardous substances been generated, discharged, treated, stored, or disposed of, or otherwise deposited in or located on, or released on or to the Premises, including, without limitation, the surface and subsurface waters of the Premises.

- g. SELLER has not engaged in any activity on the Premises, and to the best of SELLER's knowledge and belief, there is no other person who has engaged in any activity on the Premises which would cause (i) the Premises to be hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the Premises within the ambit of the RCRA, as amended, or any similar state law or local ordinance or other Environmental Law; (ii) the discharge of hazardous substances, pollutants or effluent into any water source or system, or the discharge into the air of any emissions at any time or which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. s. 1251, et seq., or the Clean Air Act, 42 U.S.C. s. 7401, et seq., or any similar state statute, regulation, local ordinance or any other Environmental Law. As used herein, the terms "hazardous", "disposal", and "solid waste" shall have the meanings specified in CERCLA, RCRA, and c. 21E, provided, in the event any Environmental Law is amended during the term of this Agreement so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and provided further, to the extent that one such Environmental Law established a meaning for such terms which is broader than that specified or other state environmental laws, such broader meaning shall apply; and no hazardous substances have been used in the construction, renovation, maintenance, repair or replacement of any portion of any improvements on the Premises.
- h. SELLER represents to the best of their knowledge and belief that there are no underground storage tanks under or on the Premises.

SELLER agrees that if BUYER pays the agreed Purchase Price to SELLER and records a deed to the Premises, SELLER shall indemnify and hold BUYER harmless from and against, and shall reimburse BUYER with respect to any and all claims, demands, causes of action, loss, damage, liabilities, out-of-pocket costs and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by BUYER by reason of or arising directly out of a breach of any representation or warranty of SELLER as set forth in this Paragraph.

13. Buyer's Warranties.

BUYER warrants and represents to SELLER that BUYER has full right, power and authority to enter into and become bound by this Agreement and that the person executing this Agreement has been duly authorized by all necessary action and has full, right, power and authority to execute and deliver this Agreement on behalf of BUYER.

14. Condition of Purchase.

It shall be a condition of BUYER's obligation to purchase the Premises that on the Escrow Closing Date or Extended Closing Date, the following conditions have been satisfied, such satisfaction not to affect SELLER's representations and warranties under this Agreement:

- a. Seller has executed and filed the Disclosure of Beneficial Interest Form required by G.L. c. 7, Section 40J in the form of Exhibit E.
- b. BUYER has determined it will be able to obtain all licenses or other permits and approvals, which are necessary to the purchase and use of the Premises for a Fire Station, including without limitation approvals from the Board of Selectmen, Planning Board, Conservation Commission and Board of Health of the Town of Andover.
- c. BUYER has determined that there are available to the Premises adequate access and utilities for BUYER's proposed uses of the Premises.
- d. SELLER's warranties and representations under paragraph 12 are true and correct in all material respects at the Escrow Closing Date or Extended Closing Date.
- e. The Premises comply with applicable zoning, building and subdivision laws and regulations.
- f. Andover Town Meeting has approved the purchase of the Premises and the appropriation of funds sufficient to purchase the Premises and the Board of Selectmen have accepted and executed the Deed tendered by the Seller under Paragraph 3.

15. Representation as to Brokers.

BUYER and SELLER each represents to the other that it has not dealt with any broker or any other person in connection with this purchase of the Premises. and agree that each will hold harmless and indemnify the others from any loss, cost, damage, liability, claim or expense, including reasonable attorney's fees, incurred by BUYER or SELLER, as the case may be, for a commission or finder's fee as a result of the falseness of this representation.

16. Notices.

Any notices required to be made, pursuant to this Agreement shall be effective and deemed duly given if in writing and either delivered in hand or sent by (a) registered first class mail, postage prepaid, return receipt requested, (b) overnight express courier or (c) facsimile, to:

if to BUYER: - Andrew Flanagan, Town Manager
 Andover Town Hall
 36 Bartlet Street
 Andover, MA 01810

with a copy
sent in the
same manner to: - Urbelis & Fieldsteel, LLP
 155 Federal Street
 Boston, Massachusetts 02110-1727

if to SELLER: - Dolores E. Dunning
 161 Andover Street
 Andover, MA 01810

17. Buyer's Investigation and Use of Premises.

Until the Escrow Closing Date or Extended Closing Date BUYER and its agents, employees and contractors shall have the right, from time to time, at BUYER's sole cost, expense, risk and hazard to enter upon the Premises to make such inspections as the Buyer deems to be appropriate. If the Buyer is not satisfied with the results of such inspection(s), the BUYER may terminate this Agreement by giving written notice thereof to Seller on or before the Escrow Closing Date and by furnishing copies of all written reports stating the results of such inspection(s) to the SELLER and thereupon this Agreement shall be terminated and all other obligations of all parties hereto shall terminate and this Agreement shall be void and without recourse to the parties hereto.

18. Closing Documents.

(A) At the Escrow Closing Date or Extended Closing Date, SELLER shall execute and deliver to BUYER (or Escrow Agent pursuant to Paragraph 4 above) the following documents (collectively, "Seller Deliveries"):

- a. The deed called for in Paragraph 2;
- b. The Certificates of Seller in the forms attached as Exhibits C, D, E, and F.
- c. The Release in the form attached as Exhibit H;
- d. Affidavit of Seller setting forth Seller's U.S. Taxpayer Identification Number and Foreign Investment and Real Property Tax Act (FIRPTA) Affidavit;
- e. Owners affidavits regarding parties in possession and indemnities regarding mechanics liens in such form and content as is necessary to induce Buyer's Title Insurance to delete the "standard exceptions" pertaining to parties in possession and mechanics' liens and to permit Buyer to obtain title insurance on the Premises subject only to the Permitted Encumbrances or subject to standard exception contained in the policy including any so-called "preprinted exceptions" acceptable to Buyer;
- f. An executed Closing Statement in form and substance reasonably acceptable to Seller, Buyer and Escrow Agent;
- g. A copy of the Disclosure Notice which has been filed pursuant to Chapter 7(c), Section 38 with the Division of Capital Asset Management and Maintenance;
- h. Such other instruments as BUYER and/or Title Company may reasonably and customarily have requested for the purpose of carrying out the transaction contemplated by this Agreement, including, without limitation, documents for the purpose of confirming proper and lawful execution of closing documents in accordance with this Agreement and applicable law, and documents required by the Buyer's title insurer as a condition to the issuance of title insurance as provided in Paragraph 19 hereof.

(B) At Closing, Buyer shall execute and/or deliver to Seller or Escrow Agent the following items (collectively, "Buyer Deliveries"): (i) a closing statement, (ii) the Purchase Price, (iii) certified copy of the Town Meeting Vote Authorizing Purchase of Land, (iv) such other instruments and documents as Seller and/or the Title Company may reasonably request, including, without limitation, documents for the purpose of confirming the proper and lawful execution and delivery of closing documents in accordance with this Agreement and applicable provisions of Massachusetts law,

provided that any documents requiring execution by the Buyer shall be delivered by the Seller to the Andover Town Counsel by at least 15 days prior to the Escrow Closing Date or Extended Closing Date.

19. Title Insurance.

BUYER's performance hereunder is also conditioned upon title to the Premises being insurable at regular rates on a standard ALTA Form B Owner's Insurance Policy, without exception for any matter not objected to by BUYER by a title company qualified to do business in Massachusetts and acceptable to BUYER.

20. No Other Agreements.

SELLER hereby represents, warrants and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest herein, and that there are no contracts or agreements to which SELLER is a party, including any tenancy or occupancy agreements, which affect the Premises (except for Seller's prior agreement(s) with Buyer) and which will survive the Escrow Closing Date or Extended Closing Date.

21. REBA Standards.

Any manner of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the Original Closing Date or Extended Closing Date shall be governed by said title standard or practice standard to the extent applicable.

22. Disclaimer of Warranties and Representations.

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement

23. Buyer's Authorization

The parties further acknowledge that notwithstanding anything to the contrary contained herein, this Agreement shall not be considered a binding agreement until Buyer has fully complied

with the thirty (30) day publication period set forth in G.L. c. 30B, Section 16, the Disclosure of Beneficial Interests form required by G.L. c. 7A, Section 40J (in the form set forth in Exhibit E) has been executed and filed by the Seller, until the purchase of the Premises has been authorized by Andover Town Meeting and until this Agreement has been authorized by the Board of Selectmen. The provisions of this paragraph shall survive delivery of the deed provided herein.

24. Other Documents.

At the time SELLER executes this Agreement, SELLER shall also sign and deliver to BUYER the certificates and disclosures of SELLER attached hereto as Exhibits C, D and E, and this Agreement shall not be valid until and unless SELLER has so signed and delivered same, except for Exhibit E which Seller shall sign and file with DCAMM per the terms of Exhibit E with a copy of the filed form being provided to Buyer.

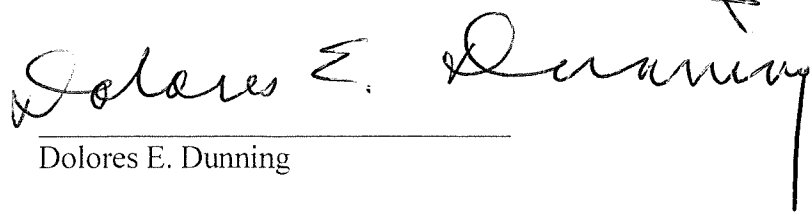
25. Governing Law.

This Agreement shall be governed by Massachusetts law.

INHABITANTS OF TOWN OF ANDOVER

SELLER:

By: BOARD OF SELECTMEN



Dolores E. Dunning

I hereby certify that funds are available for the
purpose set forth in this Agreement.

Town Accountant

APPROVED AS TO FORM:

Town Counsel

EXHIBIT A

LEGAL DESCRIPTION

A certain parcel of land with the buildings thereon situated in Andover, Essex County, Massachusetts and being designated as Lot "B" on a plan of land of John A. Haggerty and William Bonner dated November 1921, situated in that part of Andover called Ballardvale. Said premises are currently numbered 161 Andover Street and are bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises at Andover Street; thence Southerly by said Andover Street, one hundred eighty-four and $\frac{4}{10}$ (184.4) feet to land of the Town of Andover; thence Southwesterly by said land of the Town of Andover seventy-one (71) feet to land of John A. Haggerty and another, now or formerly; thence Northwesterly, one hundred ninety-seven and $\frac{5}{10}$ (197.5) feet to land now or formerly of one Barker; thence Northeasterly along said land of Barker and land of Ramsdy, now or formerly, one hundred thirty-one (131) feet to the point of beginning.

EXHIBIT B

QUITCLAIM DEED

Dolores E. Dunning, of 161 Andover Street, Andover, MA 01810 ("Grantor") for consideration paid and in full consideration of grants to the Inhabitants of the Town of Andover, a Massachusetts municipal corporation ("Grantee"), with QUITCLAIM COVENANTS, the real property in Andover, Essex County, Massachusetts, described in Exhibit A attached hereto.

WITNESS my hand and seal this 8 day of 28 2018

By: Dolores E. Dunning
Dolores E. Dunning

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

8/28/2018

On this day, before me, the undersigned notary public, personally appeared Dolores E. Dunning, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Robin R Redman

Notary Public

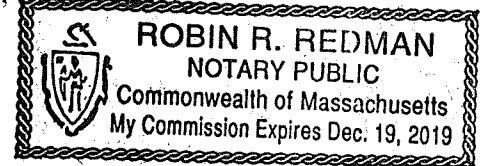
My Commission Expires: 12-19-2019

Post Office Address of Grantee:

Andover Town Offices
36 Bartlet Street
Andover, MA 01810

Street Address of Property:

161 Andover Street
Andover, MA 01810



ACCEPTANCE BY BOARD OF SELECTMEN

The Board of Selectmen of the Town of Andover hereby accepts the foregoing conveyance to the Town of Andover.

EXECUTED as an instrument under seal this _____ day of _____,

Town of Andover Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

Essex, ss _____,

On this day, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as _____ of the Town of Andover.

Notary Public
My Commission Expires: _____

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, we certify under the penalties of perjury that Dolores E. Dunning ("Grantor") has filed all Massachusetts state tax returns; has complied with all Massachusetts laws relating to taxes; and has paid all Massachusetts state taxes required under law.

Dated: August 28, 2018

Dolores E. Dunning
DOLORES E. DUNNING

EXHIBIT D

CERTIFICATE OF NON-COLLUSION

The undersigned certify under the penalties of perjury that the foregoing Agreement has been obtained in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

Dated: August 28, 2018

Dolores E. Dunning
DOLORES E. DUNNING

EXHIBIT E

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of the Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7(C), s. 38 which is reprinted in Section 7 of the Disclosure Statement.

Paragraph (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Paragraph (2): Identify the type of transaction to which the Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Paragraph (3): Insert the exact legal name of the disclosing party. Indicate whether the disclosing party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the disclosing party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Paragraph (4): Indicate the role of the disclosing party in the transaction by checking one of the blanks. If the disclosing party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Paragraph (5): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in section 7 of the Disclosure Statement form. If the disclosing entity is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the disclosing party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into paragraph 5.

Paragraph (6): Write "none" in the blank if none of the persons mentioned in paragraph 5 are employed by DCAMM. Otherwise list any parties disclosed in paragraph 5 that are employees of DCAMM.

Paragraph (8): Make sure that the Disclosure Statement is signed by the correct person. If a disclosing party is a corporation, please make sure that the Disclosure Statement is signed by a duly

authorized officer of the corporation as required by the statute reprinted in paragraph 7 of the Disclosure Statement.

The completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

DISCLOSURE STATEMENT
PARTY TO REAL PROPERTY TRANSACTION WITH A PUBLIC AGENCY
M.G.L. c. 7(C), s. 38 (formerly M.G.L. c. 7, s. 40J)

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

The parcel of land at 161 Andover Street, Andover, MA 01810 as described in Exhibit A attached.

(2) TYPE OF AGREEMENT, TRANSACTION, or DOCUMENT:

Purchase and Sale Agreement

(3) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF PARTY IS NOT AN INDIVIDUAL):

Dolores E. Dunning

(4) ROLE OF PARTY (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

___X___ Seller/Grantor ____ Buyer/Grantee

____ Other (Please describe):

- (5) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions

specified in M.G.L. c. 7(C), s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Dolores E. Dunning

- (6) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (7) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7(C), Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(8) This statement is hereby signed under penalties of perjury.

aug 28, 2018
DATE

Dolores E. Dunning
Dolores E. Dunning

EXHIBIT A

A certain parcel of land with the buildings thereon situated in Andover, Essex County, Massachusetts and being designated as Lot "B" on a plan of land of John A. Haggerty and William Bonner dated November 1921, situated in that part of Andover called Ballardvale. Said premises are currently numbered 161 Andover Street and are bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises at Andover Street; thence Southerly by said Andover Street, one hundred eighty-four and $\frac{4}{10}$ (184.4) feet to land of the Town of Andover; thence Southwesterly by said land of the Town of Andover seventy-one (71) feet to land of John A. Haggerty and another, now or formerly; thence Northwesterly, one hundred ninety-seven and $\frac{5}{10}$ (197.5) feet to land now or formerly of one Barker; thence Northeasterly along said land of Barker and land of Ramsdy, nor or formerly, one hundred thirty-one (131) feet to the point of beginning.

EXHIBIT F

CERTIFICATE OF SELLER

The undersigned hereby certifies, to the best of their actual knowledge, that the warranties and representations contained in Paragraph 12 of a certain Purchase and Sale Agreement for the sale of property known as 161 Andover Street, in Andover, Massachusetts, executed on _____, 2016, a copy of which is attached hereto, are true and correct in all material respects and that we have performed or complied with all of the agreements of the undersigned to the extent such performance or compliance is required prior to or on the Escrow Closing Date under said Purchase and Sale Agreement.

Dated: Aug. 28, 2018

Dolores E. Dunning
DOLORES E. DUNNING

EXHIBIT G

ORDER OF TAKING
161 ANDOVER STREET

WHEREAS, THE INHABITANTS OF THE TOWN OF ANDOVER voted in favor of a motion made under Article 31 at the Annual Town Meeting held on _____ which motion provided:

ARTICLE

Upon motion made and duly seconded it was VOTED to appropriate the sum of _____ from Free Cash to pay the costs of the purchase of the land with the building thereon known as 161 Andover Street as described in Deeds recorded in the North Essex District Registry of Deeds in Book 14562, Page 44 and Book 1578, Page 201, and to authorize the Selectmen to acquire the foregoing land by gift, option, purchase or eminent domain, upon terms and conditions deemed by the Board of Selectmen to be in the best interest of the Town and all other costs incidental and related thereto.

NOW, THEREFORE, the Board of Selectmen of the Town of Andover, acting pursuant to the authority granted to it by the aforesaid vote of the Town Meeting, and in accordance with the provision of Massachusetts General Laws, Chapter 79 and all other power and authority to it granted or implied, **DOES HEREBY TAKE BY EMINENT DOMAIN IN FEE SIMPLE**, for the purposes set forth in said vote of the Town Meeting, the parcels of land shown as the land with the building thereon known as 161 Andover Street as described in Deeds recorded in the North Essex District Registry of Deeds in Book 14562, Page 44 and Book 1578, Page 201, and more particularly described in Appendix A attached hereto and incorporated by reference herein, together with all easements and rights appurtenant thereto, including the trees standing thereon and excluding any and all easements for public and private utilities and excluding any and all easements for public highways and public travel in and to any and all streets and public ways included within and/or contiguous or adjacent to said area.

The amount of _____
has already been paid to Dolores E. Dunning.

This Order of Taking is to clear any title issues, if any, with regard to the Town's acquisition of said land.

The Selectmen of the Town of Andover, on behalf of The Inhabitants of the Town of Andover, hereby execute this Taking on this _____ day of _____ ..

THE INHABITANTS OF THE
TOWN OF ANDOVER

By and through its
BOARD OF SELECTMEN

COMMONWEALTH OF MASSACHUSETTS

Essex, ss:

,

On this of , , before me, the undersigned notary public, personally appeared _____, who is personally known to me and who is person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose,

Notary Public
My commission expires:

ORDER OF TAKING

APPENDIX A

LEGAL DESCRIPTION

A certain parcel of land with the buildings thereon situated in Andover, Essex County, Massachusetts and being designated as Lot "B" on a plan of land of John A. Haggerty and William Bonner dated November 1921, situated in that part of Andover called Ballardvale. Said premises are currently numbered 161 Andover Street and are bounded and described as follows:

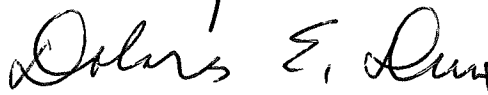
Beginning at the Northeasterly corner of the granted premises at Andover Street; thence Southerly by said Andover Street, one hundred eighty-four and $\frac{4}{10}$ (184.4) feet to land of the Town of Andover; thence Southwesterly by said land of the Town of Andover seventy-one (71) feet to land of John A. Haggerty and another, now or formerly; thence Northwesterly, one hundred ninety-seven and $\frac{5}{10}$ (197.5) feet to land now or formerly of one Barker; thence Northeasterly along said land of Barker and land of Ramsdy, nor or formerly, one hundred thirty-one (131) feet to the point of beginning.

EXHIBIT H

RELEASE

Dolores E. Dunning, in consideration of
hereby release the Town of Andover from all claims for damages, pursuant to
Massachusetts General Laws, Chapter 79, or otherwise due to the taking by eminent
domain for public purposes, and hereby consent to said taking of the land in Andover,
Essex County, Massachusetts more particularly described in Exhibit A attached hereto.

Witness the execution hereof this 8 day of 28, 2018



Dolores E. Dunning

EXHIBIT A

A certain parcel of land with the buildings thereon situated in Andover, Essex County, Massachusetts and being designated as Lot "B" on a plan of land of John A. Haggerty and William Bonner dated November 1921, situated in that part of Andover called Ballardvale. Said premises are currently numbered 161 Andover Street and are bounded and described as follows:

Beginning at the Northeasterly corner of the granted premises at Andover Street; thence Southerly by said Andover Street, one hundred eighty-four and $\frac{4}{10}$ (184.4) feet to land of the Town of Andover; thence Southwesterly by said land of the Town of Andover seventy-one (71) feet to land of John A. Haggerty and another, now or formerly; thence Northwesterly, one hundred ninety-seven and $\frac{5}{10}$ (197.5) feet to land now or formerly of one Barker; thence Northeasterly along said land of Barker and land of Ramsdy, now or formerly, one hundred thirty-one (131) feet to the point of beginning.